



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **AS-0**

October 6, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE MAINTENANCE – SOUTH AREA
SUPERVISORIAL DISTRICTS 1, 2, AND 4
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that the work can be performed more economically by an independent contractor than by County employees.
3. Award the contract for Landscape Maintenance – South Area in the annual sum of \$773,848 to United Pacific Services, Inc., located in La Habra, California, and direct the Chair to execute the contract. This contract will be for a term of one year, commencing upon Board execution with two 1-year renewal options, not to exceed a total contract period of three years, plus a final contract year month-to-month extension of up to six months.
4. Delegate authority to the Director of Public Works to annually expend up to an additional amount equal to 15 percent of the annual contract sum to cover dump fees and any unforeseen, additional work within the scope of work of the contract.

5. Delegate authority to the Director to exercise each one-year renewal option if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions not exceeding a total of six months; for the convenience of the District; or to terminate the contract in accordance with its terms if, in the opinion of the Director, termination is in the best interest of the District to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for landscaping and grounds maintenance services to maintain the Los Angeles River, Compton Creek, Rio Hondo Channel, Ballona Creek and Dominguez Channel Earth Day Sites, and Centinela Creek. The work to be performed will consist of cutting seeded grass/wildflower; trimming and care of trees, shrubbery, and vines; and weed and litter control. Additional work includes operation and management of irrigation systems, rodent control, and monthly maintenance reports. Public Works has contracted for this service since 2002. The purpose of this action is to continue contracting for this service.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive and cost-effective manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount of \$773,848, plus 15 percent to cover dump fees and for any unforeseen, additional work within the scope of the contract. This amount is based on the annual price quoted by the contractor.

Financing for this service is included in the Flood Control District's 2005-06 budget. In addition, should an unanticipated need arise in other Public Works funds, we will finance this service from the appropriate fund source. However, total annual expenditures for this service will not exceed the amounts approved by your Board, and services in funds other than the Flood Control District will not be ordered without the funding authorization of Public Works' Financial Management Branch. There will be no impact on net County cost.

Public Works has calculated the cost-effectiveness of contracting for this service using methods approved by the Auditor-Controller. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

There will be no cost-of-living adjustments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractor has properly executed the contract and County Counsel has approved as to form.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

This service is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Businesses) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

This contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Per County Code Sections 2.121.310 and 2.121.330, Public Works used the Request for Proposals (RFP) process (competitive negotiation) for this contract. Since this contract requires a high level of qualification, Public Works determined it was not practicable to use competitive sealed bidding. The contractor's financial statements were reviewed to ensure it is financially able to pay living wage during the entire contract period.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA as specified in Class 1, Sections (e), (j), and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On April 7, 2005, Public Works solicited proposals from 480 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On May 9, 2005, nine proposals were received. The proposals were first reviewed to ensure that they met the mandatory requirements outlined in the RFP. All nine proposals met these mandatory requirements. The proposals were then evaluated by an evaluation committee consisting of Public Works staff. During the evaluation process, the evaluation committee disqualified two proposals. One was disqualified for failing to provide a work plan and the other for failing to provide the firm's financial statements. The committee's evaluation was based on criteria outlined in the solicitation document, which included price, references, experience, financial resources, and work plan. Pursuant to County Code Section 2.121.420, the highest scoring qualified proposer, United Pacific Services, Inc., was determined to be cost-effective. Therefore, it is recommended that this contract be awarded to United Pacific Services, Inc.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding employee notification of the Federal-earned income tax credit, contractor responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, the Safely Surrendered Baby Law, and the Charitable Contributions Certification.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance has been obtained from the contractor before any work is assigned. In addition, this contract requires that the contractor indemnify the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses, arising from or connected with the contractor's acts and/or omissions arising from and/or relating to this contract.

As requested by your Board, the contractor has submitted a safety record which reflects that activities conducted by the contractor in the past have been in accordance with reasonable standards of safety. In accordance with the Chief Administrative Officer's

The Honorable Board of Supervisors
October 6, 2005
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June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services which exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service has been contracted with the private sector.

CONCLUSION

One adopted copy of this letter and two executed original contracts are requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR
LANDSCAPE MAINTENANCE – SOUTH AREA

THIS AGREEMENT, made and entered into this ____ day of _____ 2005, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and UNITED PACIFIC SERVICES, INC. (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the DISTRICT of the CONTRACTOR'S Proposal filed with the DISTRICT on May 9, 2005, hereby agrees to provide services as described in the attached specifications for Landscape Maintenance – South Area, including, but not limited to Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Statement of Equipment; Exhibit F, South Area Maps; Exhibit G, Hydroseed Specifications; Exhibit H, Landscape Maintenance Service Reports; the CONTRACTOR'S Proposal, attached hereto; and the Request for Proposals for Landscape Maintenance-South Area issued April 7, 2005, and incorporated herein by reference; are agreed by the DISTRICT and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$773,848, or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board approval and execution by the parties. At the discretion of the DISTRICT, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The DISTRICT, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. Notwithstanding any other provision, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the DISTRICT.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

TENTH: The CONTRACTOR shall have no claim against the DISTRICT for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify the DISTRICT and shall immediately repay all such funds to the DISTRICT. Payment by the DISTRICT for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the DISTRICT'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

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State of California

County of Los Angeles

On Sept. 29, 2005 before me Angelica Castaneda
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"

personally appeared Bus K. Franklin & Susan K. Franklin
NAME(S) OF SIGNER(S)

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

CAPACITY CLAIMED BY SIGNER(S)

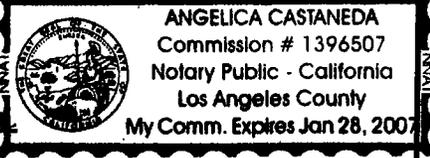
- INDIVIDUAL(S)
- CORPORATE OFFICER(S)

- PARTNER(S) TITLE(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Witness my hand and official seal.

Angelica Castaneda
SIGNATURE OF NOTARY



ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:**

Title or Type of Document Agreement for landscape Maintenance

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

IN WITNESS WHEREOF, the Board of Supervisors, acting as the Governing Body of the DISTRICT, has ordered these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

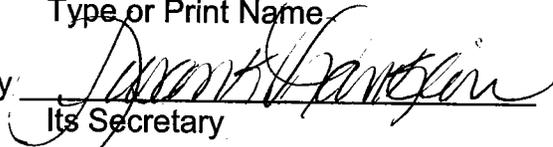
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

UNITED PACIFIC SERVICES, INC.

By  _____
Its President

GUS K. FRANKLIN
Type or Print Name

By  _____
Its Secretary

SUSAN K. FRANKLIN
Type or Print Name

SCOPE OF WORK

LANDSCAPE MAINTENANCE – SOUTH AREA

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Gus Nakhoul of Flood Maintenance Division, who may be contacted at (626) 458-4152, or at ghakhoul@ladwp.org, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

The locations for which landscaping and ground maintenance services are to be provided are listed below. Please see Exhibit F for maps. Detailed landscape installation plans are available upon request.

1. Los Angeles River

- a. East side of the channel from approximately 700 feet south of Ocean Boulevard (near Seaside Pump Station in Long Beach), to the confluence of Los Angeles River with Rio Hondo Channel.
- b. West side of the channel from Anaheim Street in Long Beach to 420 feet north of Tweedy Boulevard in South Gate.

2. Compton Creek

Both sides from the confluence with Los Angeles River to approximately 600 feet north of Santa Fe Avenue.

3. Rio Hondo Channel

Both sides from the confluence with Los Angeles River to 2,370 feet north of Beverly Boulevard in Pico Rivera, just north of Grant Rea Memorial Park. (Please see maps in Exhibit F, page 5 of 6. An area south of Whittier Boulevard is offset west of the Channel.)

4. Ballona Creek Earth Day Site

A 250 feet long by 50 feet wide section on the east bank of Ballona Creek south of Sepulveda Boulevard in Culver City.

5. Dominguez Channel Earth Day Site

A 7,800 square foot section, 250 feet long, on the north side of Dominguez Channel east of Figueroa Street in Carson.

6. Centinela Creek

A triangular section, 150 by 80 feet, south of the Marina Freeway (90) at the intersection of Mesmer Avenue and Beatrice Street on both sides of Beatrice Street north of Mesmer Avenue and north of the Channel.

C. Work Description

The Contractor shall provide landscaping and grounds maintenance services in a neat, orderly, and professional manner in accordance with these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

1. Cutting of Seeded Grass/Wildflower Channel Back Slopes (may extend beyond slope)

- a. Contractor shall cut seeded grass/wildflowers, **twice per year**, in an artisan-like manner without scalping or allowing excessive cuttings to remain. The first cutting shall start May 1 with completion no later than June 30. Upon approval by the Contract Manager, cutting may start prior to May 1. The criteria for earlier cutting is that the cutting shall take place after the grasses have gone to seed and prior to weed growth going to seed. The second cutting, or weed whipping, shall take place during the summer as determined by the Contract Manager.
- b. Vegetation shall be cut to a height of no less than 3 inches, or more than 4 inches.
- c. All cuttings of flowering weed growth with or without seed heads shall be collected and removed from the site at the end of the cutting operation by the Contractor. Contractor shall leave the grass/wildflower cuttings, although some of them may be removed along with the weed cuttings to facilitate the removal of the weed cuttings.
- d. Contractor shall cut the grass/wildflowers next to trees and shrubs manually or with approved mechanical devices (weed whip, etc.). No unapproved equipment will be allowed in those areas.

- e. When reseeding is required, Contractor shall use seed mixture per Exhibit G, Hydroseed Specifications, at the price per Schedule of Prices, Form PW-2, Item 7.i, "Re-hydroseeding of grass and wildflower slopes."

2. Tree and Shrubbery Trimming and Care

- a. The Contractor shall perform as-needed tree trimming to accomplish the following:
 - 1) Remove all dead, weak, diseased, insect-infested, and damaged branches and limbs.
 - 2) Prevent encroachment on adjacent property and into required proper vertical clearances which are 7 feet for pedestrian areas and 13 feet for vehicular roadways.
- b. The Contractor shall adhere to the following trimming procedures:
 - 1) All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start. No stubs will be permitted.
 - 2) All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
 - 3) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- c. The Contractor shall remove and dispose of all trees which are downed by either natural or unnatural causes. Contractor shall dig out stumps or grind them to 12 inches below grade, remove the wood chips, and backfill the hole to grade with soil.
- d. The Contractor shall adhere to the following tree staking and tying requirements:
 - 1) Replace missing or damaged stakes where the tree diameter is less than 3 inches.
 - 2) Install stakes in those cases where the tree has been damaged and requires staking for support.
 - 3) Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than 3 inches. Removal of tree stakes may be requested by

Public Works for trees with a diameter less than 3 inches. The cost for these items are to be included in the lump sum price in the Schedule of Prices, Form PW-2, under the Items with the following description, "All other items of work, such as Tree and Shrubbery Trimming and Care, Weed Control, Litter Control, Watering and Irrigation Management, Rodent Control, etc."

- e. Contractor shall trim shrubbery only to restrict growth of shrubbery onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery located between the channel access gates and cross streets shall be kept trimmed to a maximum height of 4 feet. The shrubs at the access gates shall be trimmed a minimum of once a year during the month of March and as needed during the rest of the year to ensure they do not grow taller than 4 feet. These shrubs shall be trimmed no shorter than 3-1/2 feet in height. It is the intention for the landscape within the Flood Control Right of Way to look natural. If pruning is necessary, the Contractor shall prune back branches individually and not shear plants.
3. Trim and Care of Ground Cover and Vines on Parapet Walls
- a. Ground Cover
 - 1) Contractor shall remove all dead or diseased branches as they develop.
 - 2) Contractor shall keep all ground covers adjacent to roadways away from the paved surfaces. The ground cover shall be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb the right of way fencing, shrubs, or trees shall be pruned out of these areas. The pruning of the ground cover shall be done twice a year during the months of March and September.
 - b. Vines and Ornamental Grass Planted Next to Parapet Walls
 - 1) Contractor shall remove all dead or diseased vines as the condition develops and new ones shall be planted as a replacement. Vines located on the channel side of the parapet wall shall be pruned so they hang no more than 2 feet below the top of the wall, once a year during the month of September.

- 2) Contractor shall trim vines and ornamental grass back to keep them from growing onto the access road/bicycle trail. Vines and ornamental grass shall be trimmed once a year during the month of September, except that the vines and ornamental grass along the east side of the Los Angeles River (bicycle trail) are to be trimmed twice a year during the months of March and September. Contractor shall direct the vines to grow onto the wall by the use of epoxy vine support or other methods approved by the Contract Manager.

4. Weed Control

a. Ornamental Plantings and Vine Pockets Next to Parapet Walls

Contractor shall remove all weeds before they reach 4 inches tall. All perennial weeds, morning glory, vine-type weeds, ragweed, or other underground spreading weeds shall be kept under strict control. Weeds may be removed by hand or by cultivation where appropriate. The Contractor may use pre-emergent weed control as approved by the Contract Manager.

b. Seeded Grass and Wild Flower Areas

Contractor shall manually remove or cut all weeds within the grass/wild flower areas, as needed throughout the year to remove their tops before the weeds go to seed. No chemical eradication of weeds will be allowed as approved by the Contract Manager.

c. Stone and Gravel Areas

Contractor shall remove all weeds over 6 inches tall or groups of weeds spreading 12 inches or more which are growing in the landscape stone areas, decomposed gravel areas, and gravel areas. Weeds may be removed by hand, weed whipping, or the use of chemical weed control.

5. Litter Control

Contractor shall remove paper, glass, trash, undesirable materials, and other accumulated debris within the landscape areas, including but not limited to, planted areas, rock areas, gravel areas, adjoining access roads and driveways, drains, and bicycle rest stops.

- a. Trash containers at the bicycle rest stops, shall be emptied once a week by the Contractor. Contractor shall report all missing containers to the Contract Manager by the end of the day and include that information on the required monthly maintenance report.
 - b. Litter control shall take place once every two weeks along the bicycle trails on the east side of the Los Angeles River, the west side of the Rio Hondo Channel, and a section of the east side of the Rio Hondo Channel by the Contractor.
 - c. Litter control shall take place once a month on the portion of the Los Angeles River, Compton Creek, and Rio Hondo Channel within 200 feet of the access gates at each street crossing.
 - d. Litter control shall take place once a month on the east side of the Rio Hondo Channel from Firestone Boulevard to the Santa Ana Freeway and from Whittier Boulevard to Whittier Narrows Dam.
 - e. Litter control shall take place every six months on the east side of the Rio Hondo Channel from the Santa Ana Freeway to Whittier Boulevard.
 - f. Litter control shall take place once a year in all other areas not mentioned in items (a) through (e) above.
 - g. Litter control shall take place once every two weeks along Centinela Creek.
 - h. Litter control at the Ballona and Dominguez Earth Day sites shall take place once every two weeks.
6. Watering and Irrigation System Management

Contractor shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants.

The irrigation system is automatically controlled through electrical or solar powered irrigation controllers and remote control valves. Calsense ETI controllers are used along the Los Angeles River and Rio Hondo Channel to control a number of bubbler and drip systems. The system includes mainline flow meters and automatic rain shutoffs at each controller. All irrigation systems for ground cover and shrubs are permanent, below ground, and water-conserving drip systems. Bubblers are used at each tree and at the vine pockets (except Rio Hondo Channel, where drip

systems are also used). All grass/wildflower areas have no permanent watering system. Contractor shall not be responsible for watering at the grass/wildflower areas.

a. Irrigation

- 1) Contractor shall operate the irrigation system so as not to cause excessive wetness, "waterlogged" areas. Native and drought-tolerant plant material have been used throughout the project and requires a minimal amount of water. Over-watering may cause the plants to die. Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, irrigation-free landscape.
- 2) When determining the watering schedule (controller settings for water quantities and frequencies), Contractor shall consider the season, weather (rainfall and temperature), and variation in size and varieties of plants, along with the desired infrequent deep-watering technique. Seasonal controller rescheduling of circuits (systems) shall occur at least twice during the year, usually during spring and fall.
- 3) If necessary, Contractor shall use a moisture sensing device to determine water penetration into the soil.
- 4) Contractor shall turn off the irrigation system at the controller during or following rainy weather when the soil has enough high moisture content that watering is not required.
- 5) If an automatic irrigation system, or a portion of a system, malfunctions, Contractor shall be responsible for the manual manipulation of that system for a period of 30 days. Contractor shall report all systems which require manual operation to the Contract Manager at the end of each week and also on the monthly maintenance report. Contractor's schedule for operating the irrigation system manually must be approved by the Contract Manager. A system shall be manually operated a minimum of once a week to qualify as part of the 30-day required period of manual operation. One manual operation of a system cannot count towards more than one week of the 30-day manual operation requirement. If the system requires manual manipulation for a longer period than the 30-day period the Contractor is required to provide, then the Contract Manager may opt to pay the

Contractor supplementally to continue the manual manipulation, or may decide to terminate the supplemental irrigation.

- 6) If Public Works approves manual operation of the irrigation system past the 30-day period, Contractor will be reimbursed at the hourly rate for personnel to manually operate the system. The County will not pay for preparation time or travel time to and from the jobsite, only the actual time spent manually operating the irrigation system. Contractor's schedule for operating the irrigation system manually shall be approved by the Contract Manager as part of the approval for the Contractor to manually operate the irrigation system. The hourly rate to manually operate the irrigation system, past the required 30-day period, is not to be included in the total proposed price. This hourly rate is to be included in the Schedule of Prices, Form PW-2, Item 7.a, "Manual operation of irrigation system past the required 30-day period."

b. Irrigation System - Inspection and Maintenance

- 1) Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/replacements as noted in Exhibit A, Scope of Work, Item C.6.b.2. The County will be responsible for the repair or replacement of the following broken/worn-out components of the irrigation system: automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The County will also be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.
- 2) The County may at its discretion have the Contractor make additional repairs and/or replacements to the irrigation system. Contractor will be reimbursed for these repairs at the hourly rate for irrigation repairs or at a price agreed upon by the County and the Contractor, whichever is least. The County will not pay for preparation time or travel time to and from the jobsite for these repairs. Contractor may impose a 4-hour minimum to be charged for emergency repairs. If the Contractor requests the above-mentioned minimum hour charge, it should be noted on the price for the hourly rate. The hourly bid proposed price for irrigation repairs is not to be included in the total price, it is to be included in the Schedule of Prices, Form PW-2, Item 7.b, "Irrigation system

repairs, 4-hour minimum for emergency call out." For work described in this paragraph, Contractor will be reimbursed for parts provided by the Contractor to make repairs at a price agreeable to the Contractor and the Contract Manager.

- 3) To ensure the operability and the correct adjustment of the irrigation system, Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system, report any damage or incorrect operation to the Contract Manager, and include that information on the monthly maintenance report. This inspection is to be performed once a month or more frequently if problems/conditions indicate a need. Beyond regular testing, irrigation systems shall be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works. The cost for these additional inspections are to be included in the lump sum price in the Schedule of Prices, Form PW-2, Items 1-3, f and 4-6, b, "All other work, such as Tree and Shrubbery Trimming and Care, Weed Control, Litter Control, Watering and Irrigation Management, Rodent Control, etc."

c. Contractor shall perform the following tasks:

- 1) Respond to requests received from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for costs under the Schedule of Prices, Form PW-2, Item 7.c, "Flat rate for emergency call back to shut off water/turn off irrigation system."
- 2) Repair or replace damaged bubbler heads and risers, as necessary.
- 3) Clean or replace clogged bubbler heads and risers, as necessary.
- 4) Clean or replace clogged or damaged drip line emitters.
- 5) Repair/replace immediately all broken drip lines or emitters which are causing a loss of water and creating ponding or erosion.

- 6) Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The location of any filter found to be worn out during this inspection shall be reported to the Contract Manager within one week of the discovery and also included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the back slope.
- 7) Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year. The location of any filter found to be worn out during this inspection shall be reported to the Contract Manager within one week of the discovery and also included on the required monthly maintenance report.
- 8) The bubbler heads in the vine pockets next to the parapet walls shall be inspected on a monthly basis to verify each vine is being watered.
- 9) Recover and refasten removed valve box covers. Contractor shall report any missing valve box covers to the Contract Manager by the end of the day and also include that information on the required monthly maintenance report.

7. Rodent Control

All areas shall be maintained free of rodents, including, but not limited to gophers and ground squirrels, since they may cause damage to shrubs, ground cover, trees and/or irrigation systems. The rodenticide product to be used shall be recommended by a licensed pesticide advisor.

8. Monthly Maintenance Reports

Contractor shall submit a proposed maintenance schedule prior to the start of this Contract. Contractor shall maintain and keep current a monthly maintenance report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall also include the following: locations where erosion on the channel back slope greater than 6 inches have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing or dead or should be removed; any dead trees and shrubs replaced; any irrigation systems which have to be operated manually; and any problems with the irrigation system including malfunctions, needed maintenance, or repairs/replacements. The Contract Manager shall

provide the report form. The maintenance report shall be submitted to the Contract Manager biweekly and upon request, within three working days.

D. Hours and Days of Service

Hours of services shall be primarily 7 a.m. to 4 p.m., Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Director.

E. Utilities

The County will provide electric and water service to operate the irrigation system.

F. Storage Facilities

The County will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment from the jobsite.

G. Removal of Debris

All debris derived from these landscaping services shall be removed from Public Works property. Public Works will pay the Contractor for dump fees and the Contractor shall be responsible for all work and transportation required to remove and dispose of debris. The Contractor shall submit dump tickets with invoices each month, **whereupon Public Works will reimburse the Contractor for the cost of the debris disposal only**. Materials earmarked to a landfill shall be delivered to an approved dumpsite. Landscape waste materials diverted from landfills to cogeneration facilities shall be registered on a log to be submitted on a monthly basis to the Contract Manager.

H. Work Area Controls

Contractor shall comply with all applicable laws and regulations and shall maintain work areas in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite shall be subject to the approval of the Contract Manager.

I. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) required that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. Based on this mandate, all contractors handling

landscape waste materials for the County shall be responsible to divert all landscape waste materials from any landfills and cogeneration facilities.

Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit and, therefore, may not be acceptable methods of disposal of this material. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape waste materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock, for composting, co-composting, mulching, soil amendments, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all landscape materials to its selected processor with all cost to be borne by the Contractor. Use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939, or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required.

J. Special Safety Requirements

1. All Contractor's personnel shall observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while at Public Works jobsites.
2. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular landscape maintenance operation.
3. All pesticide, herbicide, etc., application shall be under the direct supervision of a Pest Control Advisor licensed by the State of California.
4. Contractor shall close the bicycle trail portion of the channel access road (east side of the Los Angeles River) when the landscape maintenance operation warrants closing the trail to the public. Contractor shall block the access road/bicycle trail and place signs at the point both upstream and downstream of the work area. The upstream and downstream closure points shall be as follows:
 - a. The trail closure signs shall state the date of closure and date the trail will be reopened.
 - b. The signs shall also state the limits of the closure (where the bicyclist can re-enter the trail).

- c. The signs shall use 3-inch lettering.
- d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.
- e. Public Works Bicycle Trail Coordinator shall be notified 48 hours prior to the closure of the bicycle trail.
- f. All questions regarding the bicycle trail closure shall be directed to the Public Works Bicycle Trail Coordinator, Kit Bagnell, at (626) 458-3943.

K. Maps

Exhibit F is the maps of the areas.

L. Responsibilities of the Contractor

The Contractor shall:

1. Furnish all supervision, labor, material, tools, equipment, transportation, and other items needed to perform landscape services as outlined herein.
2. Provide landscape personnel with the skills and experience necessary to perform the various landscape activities in a professional manner. Contractor shall employ a technician fully competent with "Calsense" controllers and all personnel working on the irrigation system shall be trained in all phases of landscape irrigation systems (including drip systems) and can readily identify and isolate problems.
3. Contractor shall employ a certified arborist and/or a certified horticulturist for providing direction during maintenance (e.g. for tree trimming, shrubbery pruning, slope cutting, and fertilization).
4. Ensure that all equipment used is adjusted properly and adequately sharp. The Contractor shall not use climbing spurs.
5. Repair any damage to Public Works facilities resulting from the work, including but not limited to irrigation systems, fences, gates, and access road pavement.
6. Assume responsibility for any damage due to over-spray of the adjoining areas (grasses and wildflowers, shrubs, trees, etc.) in areas where chemical weed eradication is used.
7. Remove all trimmings, debris, and trash and properly dispose of them

off-site at the end of each work day. Also, all roadways, driveways, and sidewalks adjacent to each landscape operation shall be cleaned immediately following each landscape operation.

8. Inspect all landscaped areas for disease and insect infestation that could cause damage to the plant materials during each landscape maintenance activity. The Contract Manager shall be notified by the end of the week of any disease or insect infestation detected by the Contractor. The infestations shall also be reported on the monthly maintenance report. The cost for this inspection shall be included in bid items, "Trim, Care, and Replanting of Ground Cover and Vines on Parapet Walls," and items, "All other work, such as Tree and Shrubbery Trimming and Care, Weed Control, Litter Control, Watering and Irrigation Management, Rodent Control, etc.," in the Schedule of Prices, Form PW-2.
9. Inspect the channel back slope for erosion during each maintenance activity. All erosion 6 inches or deeper shall be reported to the Contract Manager at the end of each week and also reported on the monthly maintenance report.
10. Replace all dead trees or shrubs and report all replacement trees and shrubs to the Contract Manager every month on the monthly maintenance report. Contractor shall be compensated for trees and shrub replacement based on invoice submitted to the Contract Manager plus 15 percent handling charge outside of this Contract.
11. Provide the Contract Manager with a means of communication to contractors field personnel.

M. Responsibilities of Public Works

Public Works shall be responsible for the following:

1. Provide jobsite inspection. The Contract Manager may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.
2. Review and process all inspection/maintenance report results for completeness and accuracy of reporting. If any work referenced in Exhibit A, Scope of Work, C, "Work Description," and Exhibit A, Scope of Work, L, "Responsibilities of Contractor," are not done properly, the Contract Manager will not approve the work for payment and will order the work be redone.

3. Provide Maps and Irrigation and Landscape Drawings:
 - a. Exhibit F consists of drawings showing the location where landscape maintenance services are to be performed.
 - b. Detailed landscaping and irrigation drawings are available showing design of the irrigation systems and the landscaping. Landscaping may have been modified subsequent to the original installation, and thus the drawings should be field verified.

N. Water Pollution Control

1. National Pollutant Discharge Elimination System

To comply with the National Pollutant Discharge Elimination System (NPDES) requirements, Contractor shall not allow any debris from its operations under this Contract to be deposited into the channels, storm drains, and/or gutters.

2. Best Management Practices (BMPs)

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces water pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 of the Construction BMP Handbook. This Publication is available from:

Blue Print Service
1700 Jefferson Street
Oakland, CA 94612
(510) 444-6771

Los Angeles County
Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-6959

Contractor shall have a minimum of one readily accessible copy of this publication on the jobsite at all times.

O. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shutdown an operation, if necessary.

Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

P. Prevailing Wage

The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work, Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works' facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works' personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

I. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

L. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

M. Transportation

Public Works will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or

responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

O. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

P. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

Q. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - All the time limits and acts required to be done by both parties are of the essence of the Contract;
 - The parties are both experienced in performance of the Contract work;
 - The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- The parties are not under any compulsion to contract;
 - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT
ADMINISTRATION

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Section 3.U, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following:

employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.
3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.
5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.
2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

G. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

H. Employment Eligibility Verification

1. The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

I. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

J. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

K. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

L. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.

N. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

O. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of

this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

P. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

Q. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

R. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
2. The Contractor shall develop all publicity material in a professional manner.
3. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
4. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

S. Default and Termination

1. Default

- a. The County may, subject to the provisions of Subsection c of this Section R.1, (pertaining to defaults of subcontractors) by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part as provided in Subsection a above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 3, Paragraph R.4, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such

reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of the Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate the Contract pursuant to Paragraph D1 "Default," of this Section 3, and debar the Contractor pursuant to County Code Chapter 2.202.

T. Notification

- 1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

U. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

V. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

W. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor

shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

X. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

Y. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or

enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable

to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.
6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

- a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
- b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County; and
- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any

such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

F. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603). The Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. The Contractor shall retain such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

G. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 7

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program (Program) as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under this Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a

recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding of Payment:** If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. **Remedies for Payment of Less Than the Required Living Wage:** If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 8

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's

satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 9

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 10

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The **IRS Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

STATEMENT OF EQUIPMENT

THIS PAGE IS TO BE COMPLETED BY BIDDER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Bidder's Name _____

Address _____

Telephone _____

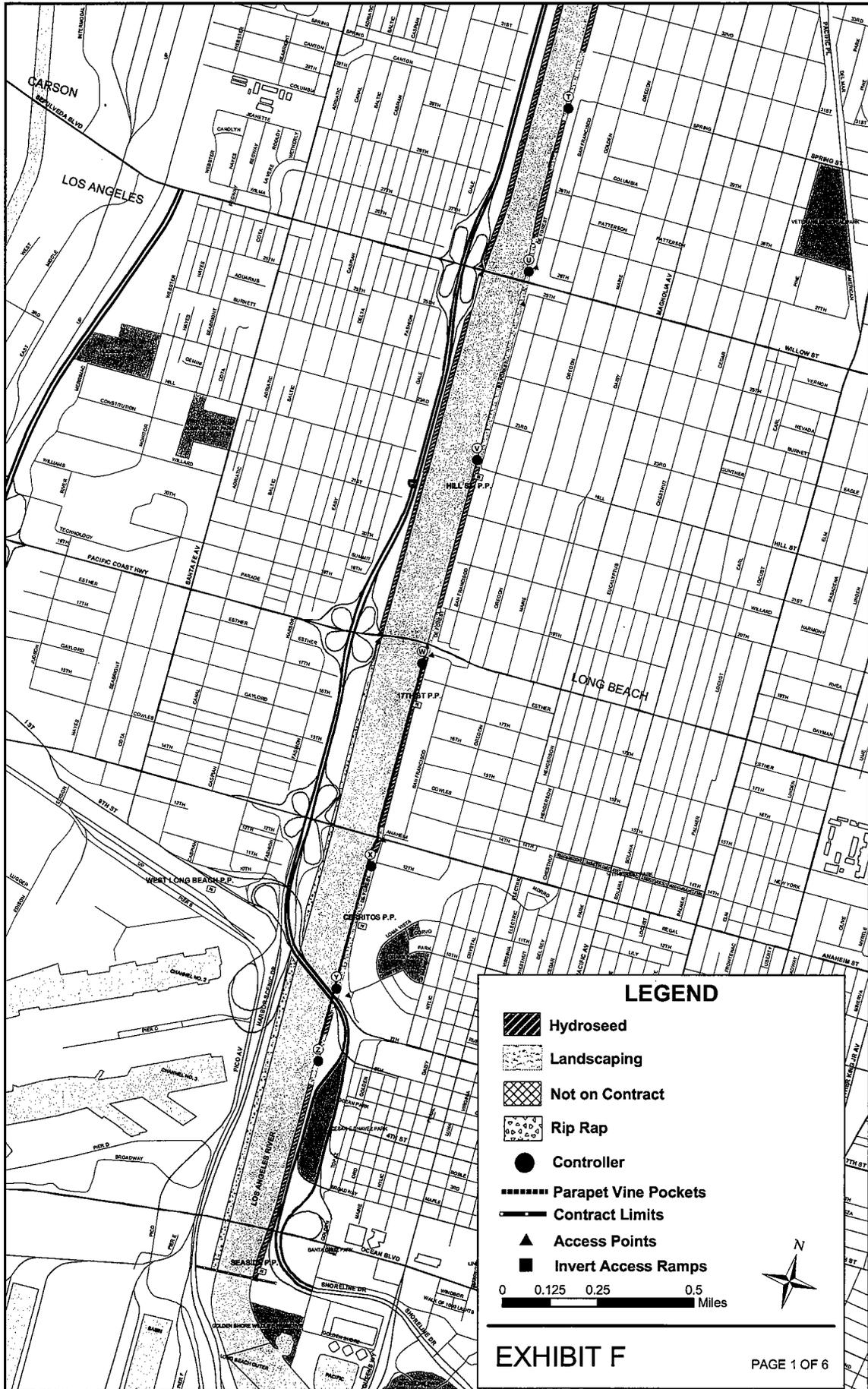
STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

(One Item Per Line or Attach a List)

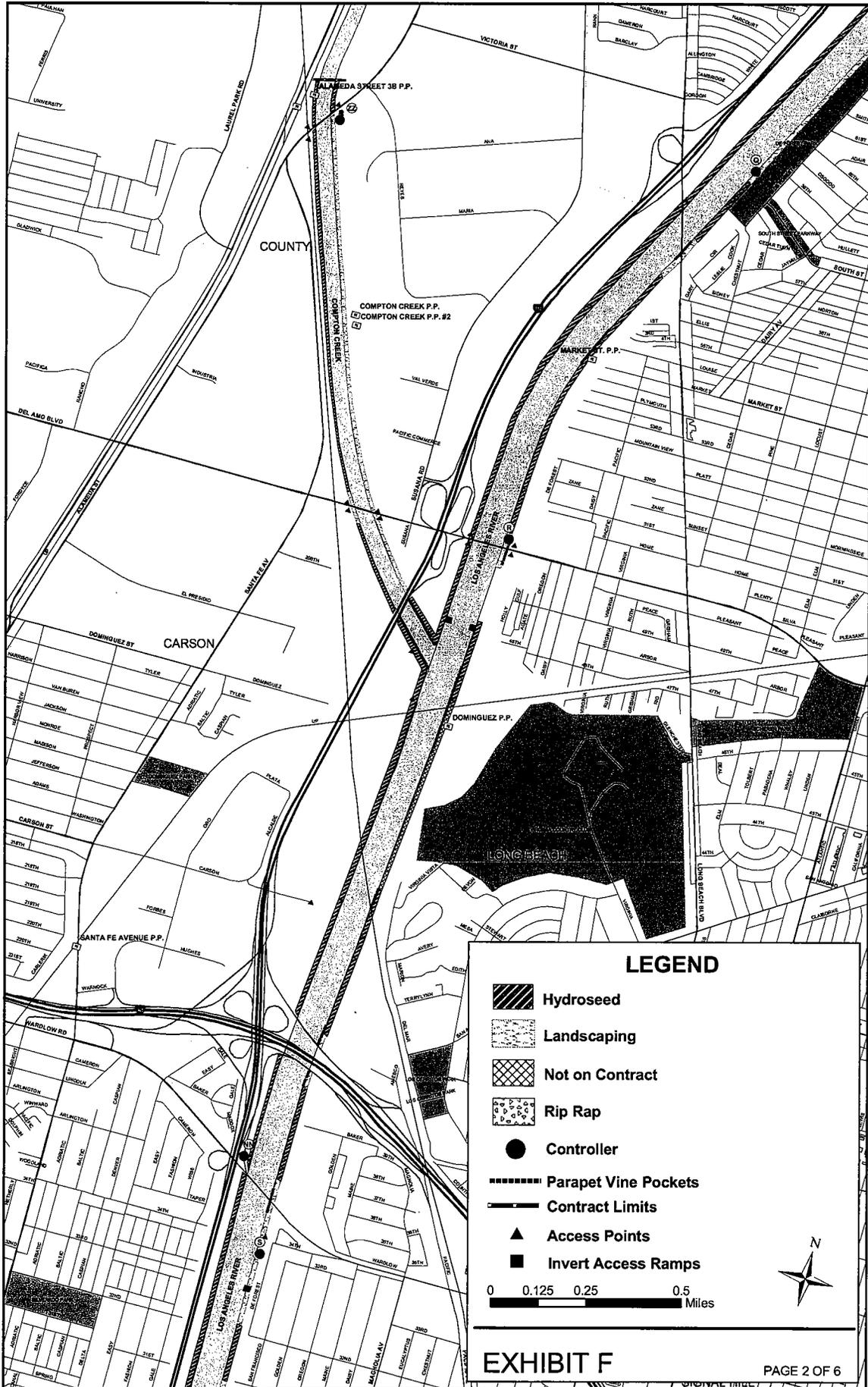
Type of Equipment	Make and Equipment You are Offering	Model	Year	Serial Number

REMARKS: _____

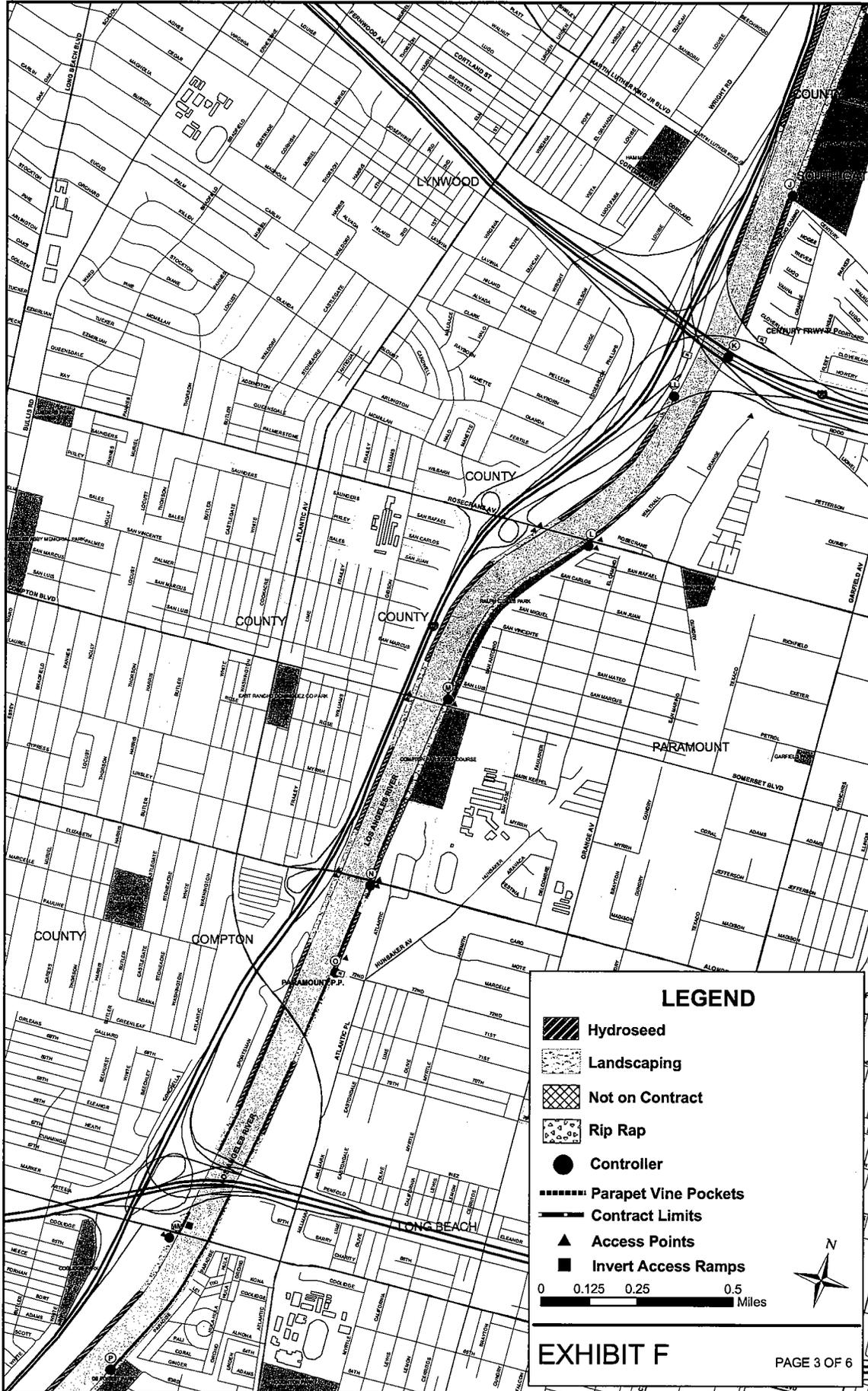
SOUTH AREA LANDSCAPE MAINTENANCE CONTRACT



SOUTH AREA LANDSCAPE MAINTENANCE CONTRACT

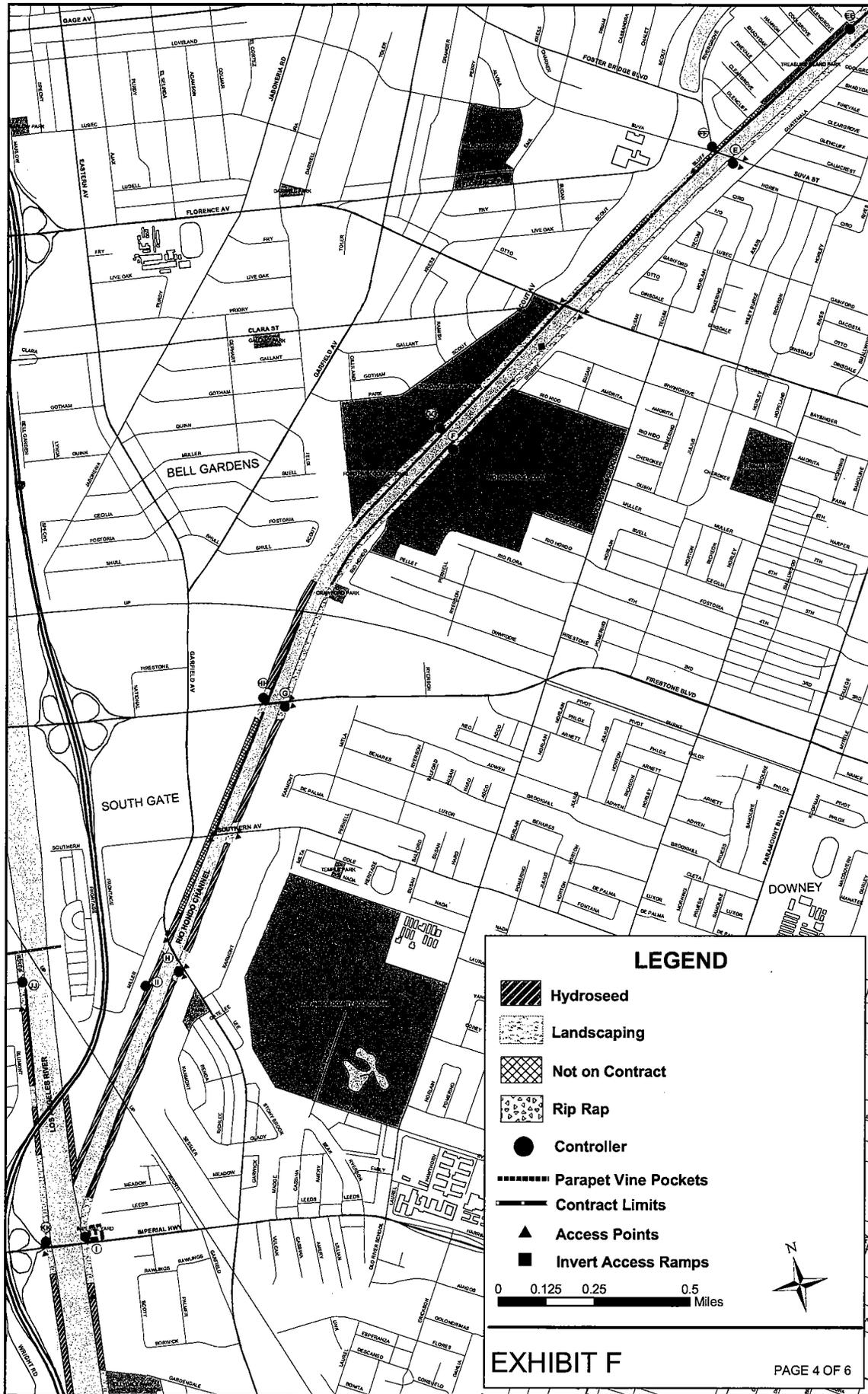


SOUTH AREA LANDSCAPE MAINTENANCE CONTRACT



SOUTH AREA LANDSCAPE MAINTENANCE CONTRACT

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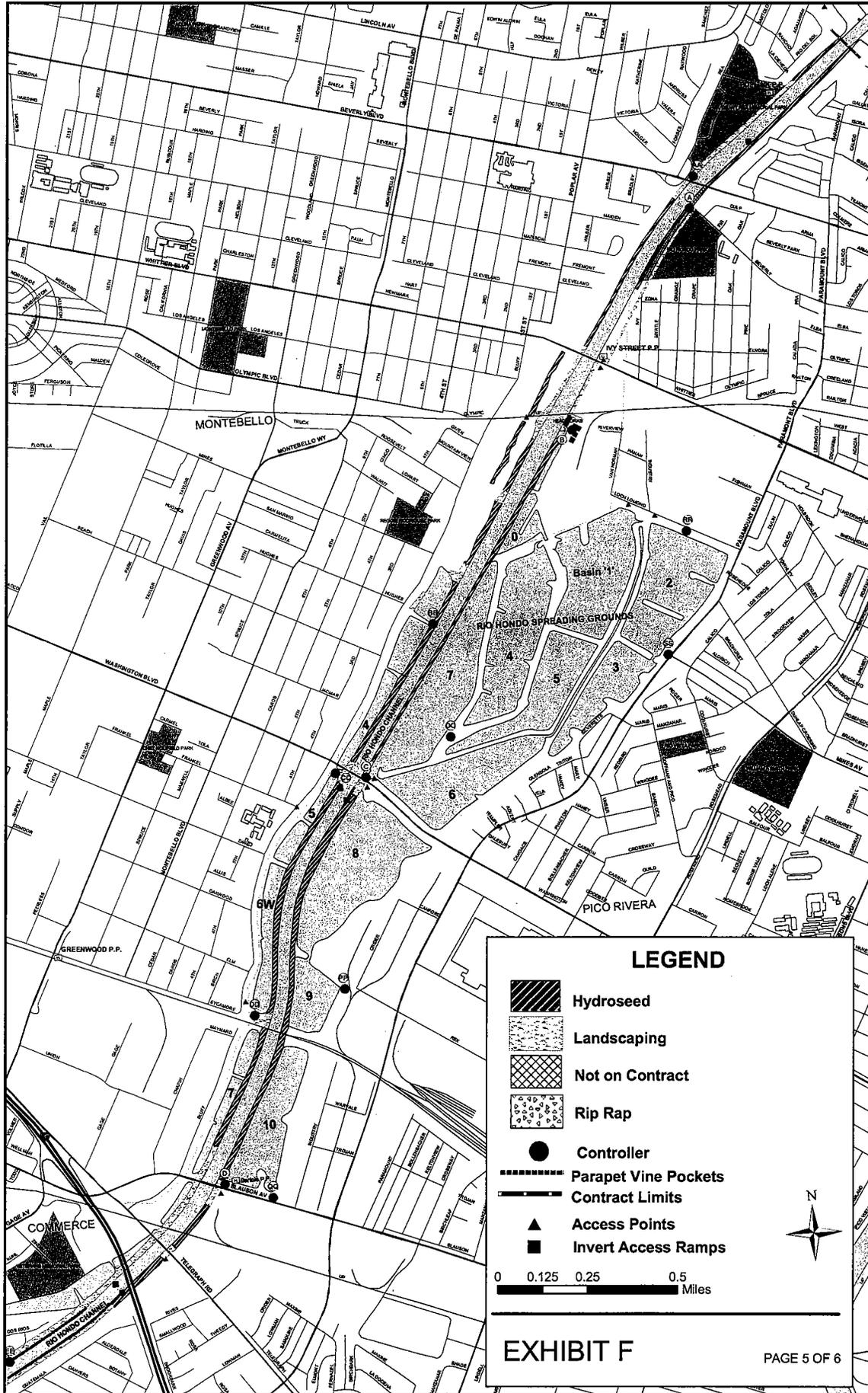
LEGEND

- Hydroseed
- Landscaping
- Not on Contract
- Rip Rap
- Controller
- Parapet Vine Pockets
- Contract Limits
- Access Points
- Invert Access Ramps

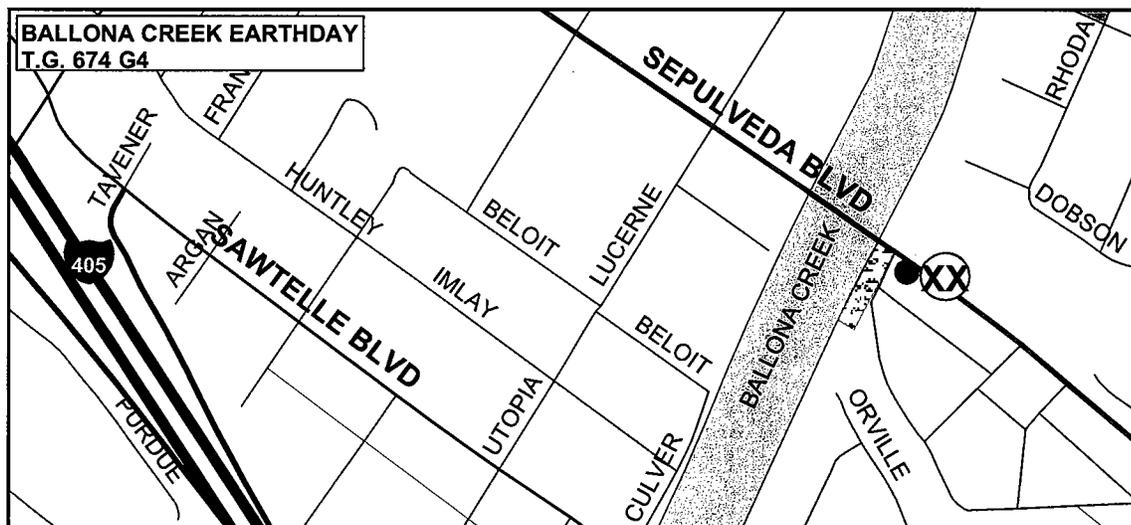
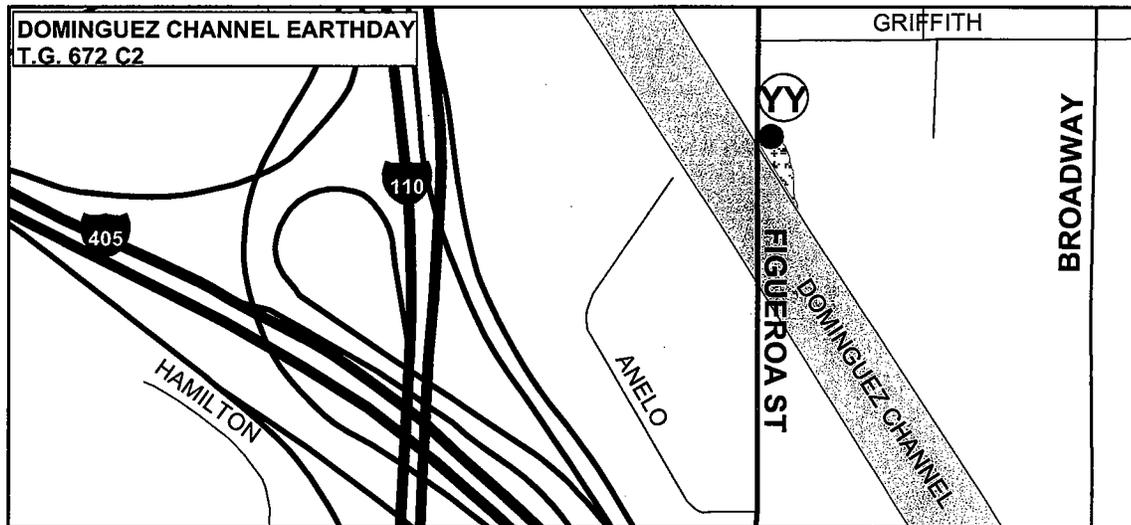
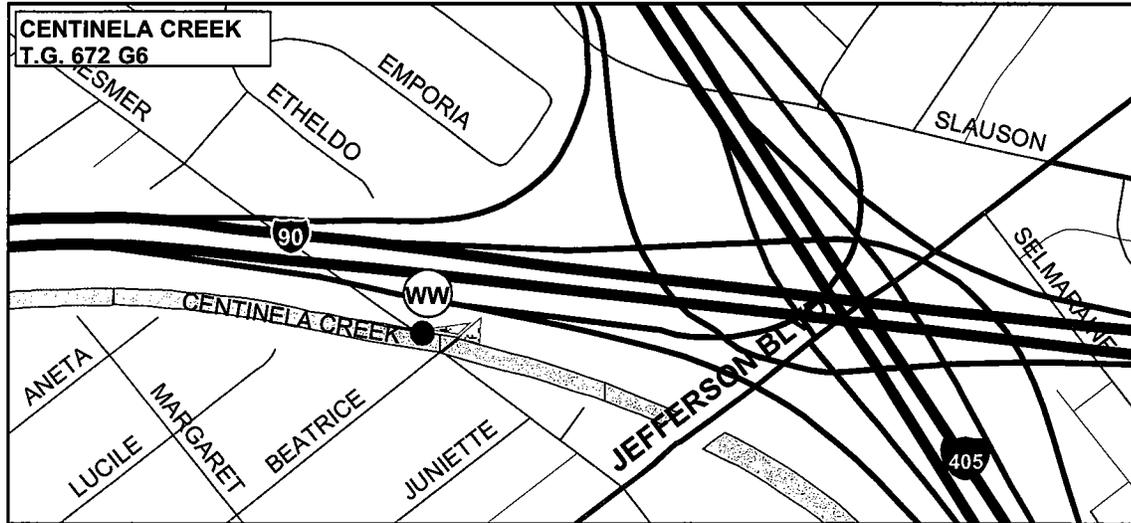
0 0.125 0.25 0.5 Miles



SOUTH AREA LANDSCAPE MAINTENANCE CONTRACT



SOUTH AREA LANDSCAPE MAINTENANCE CONTRACT



LEGEND

- Landscaping
- Controller

0 0.0375 0.075 0.15
Miles

N

EXHIBIT F PAGE 6 OF 6

HYDROSEED SPECIFICATIONS

Seed Classification

State-approved seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material.

Labels shall be in conformance with AMS-01 and applicable state seed laws.

Seed Mixtures

Seed mixtures shall be proportioned by weight as follows:
Pure Live Seed (P.L.S.)

Botanical Name	Common Name	Pounds Per Acre
Bromus Carinatus	California Brome	5.0 lbs/acre
Deschampsia caespitosa	Tufted Hairgrass	3.8 lbs/acre
Deschampsia elongatum	Hairgrass	2.2 lbs/acre
Eschscholzia californica	Calif. Poppy	2.0 lbs/acre
Hordeum c. prostrate	Calif. Barley	6.0 lbs/acre
Melica Imperfecta	Coast Range Melica	2.0 lbs/acre
Lupinus bicolor	Lupines	3.0 lbs/acre
Poa secunda	Bluegrass	1.3 lbs/acre
Stipa Lepida	Foothill NeedleGrass	1.0 lbs/acre
Vulpia microstacys	Zorro Fescue	4.3 lbs/acre

Total lbs. P.L.S. per acre = 30.6

Quality

Seed shall conform to FS JJJ-S-181. Weed seed shall not exceed 1 percent by weight of the total mixture. Wet, moldy, or otherwise damaged seed shall be rejected.



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

Contractor Company Name: _____

Proj. Cost Account (PCA) _____ Org. Cost Account (OCA) _____ User Code 1 _____

**LANDSCAPE MAINTENANCE SERVICE REPORT
FOR THE MONTH OF _____**

CHANNEL NAME: _____

SERVICE DESCRIPTION	Item	% Complete	Prior % Complete
Annual cutting seeded grass/ wildflower slopes (first cutting). <i>This item will be paid upon completion of work.</i>	a		
Cutting seeded grass/ wildflower slopes (second cutting). <i>This item will be paid upon completion of work.</i>	b		
Annual/Monthly trim, care, and replanting of:			
Ground Cover	c		
Vines -March	d		
Vines-September	e		
All other work(tree & shrubbery trimming and care, weed control)	f		
AS NEEDED ITEMS - ALL OTHER WORK (FILL OUT FOR EACH DAY)			
Description	Item	HOURS/ UNIT	DATE
Irrigation System Repairs (4 hour MIN. for emergency call out)			

Remarks:

By signing this document, the contractor and/or his representative confirm that they agree with the number of hours worked or percent of work completed

CONTRACTOR SIGNATURE : _____ DATE: _____

NAME OF DEPARTMENT REPRESENTATIVE : _____

SIGNATURE OF DEP REP : _____ DATE: _____

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

**900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331**

REQUEST FOR PROPOSAL FOR LANDSCAPE MAINTENANCE - SOUTH AREA

Proposal Deadline: Monday, May 9, 2005

Time: Before 5:30 P.M.

ORIGINAL

submitted by:



**United Pacific Services, Inc.
120 E. La Habra Blvd., Suite 107
La Habra, CA 90631-2310
(562) 691-4600 office (562) 691-8839 fax**

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County of Los Angeles

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United Pacific Services, Inc.
120 E. La Habra Blvd., Suite 107
La Habra, CA 90631
(562) 691-4600 office (562) 691-8839 fax

Title Page

United Pacific Services, Inc. has reviewed "Notice of Request for Proposals for "LANDSCAPE MAINTENANCE - SOUTH AREA" by the County of Los Angeles and agrees to the terms as set forth in said document titled:

FOR

County of Los Angeles

**NOTICE
of**

REQUEST FOR PROPOSALS FOR

"LANDSCAPE MAINTENANCE - SOUTH AREA"

Responses to be received until

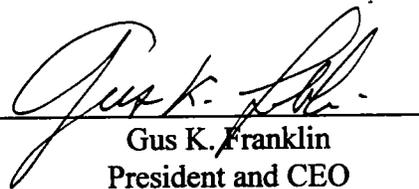
Final submittal Date:

**Monday, May 9, 2005
No later than 5:30 p.m.**

Proposal addressed to:

Mr. Donald L. Wolfe,
Acting Director of Public Works
County of Los Angeles
900 South Fremont Avenue.
Alhambra, CA 91803-1331

Authorized Signature:


Gus K. Franklin
President and CEO

Corporate seal

Signature Binds the Corporation

This bid shall remain valid for a period of not less than 120 days from the date of submittal

Date: 5/09/05

LETTER OF TRANSMITTAL

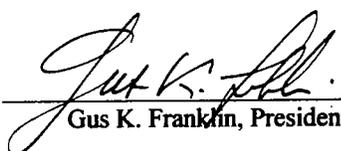
As the President and owner of United Pacific Services, Inc. (UPS) I have supervised the completion of over \$40,000,000 in Landscape Maintenance, Tree Trimming and Removal, Weed Abatement, Flood Channel / River clearing, and Catch Basin Cleanout contracts for forty-five municipalities, the counties of Los Angeles, Riverside, San Bernardino, San Diego, and Orange. All contracts were completed on time and to specifications. Our proposal to the County of Los Angeles includes forty-five letters of recommendation, five current letters of recommendations, an evaluation by six governmental agencies, a letter from our Bonding company, a comprehensive D&B report, color pictures of current and past field operations, fourteen City Endorsement signatures, Certifications which include Certified Arborists, Certified Tree Worker, Certified Pest Control Advisor, Certified Qualified Applicator, and Confined Space Certifications.

We are not the largest company in Southern California, however, I believe we offer a unique company where Senior County Managers and Field Inspectors are dealing directly with the President, Vice President and General Manager on a daily basis. With twenty cell phones and direct connect we can always be reached 24 hours per day seven days per week. UPS has a very experienced crew and support equipment to complete any county project on schedule and to specifications.

<u>SENIOR MANAGEMENT STAFF:</u>	<u>Years of Experience</u>	<u>Certifications</u>
1. Gus K. Franklin, President 1740 North Hills Drive La Habra, CA (562) 691-1844	35+	C61 D49 State Contractors License - Tree ACRT# 03263
2. Eric L. Franklin, Vice President 4931 E. Ashford Ave. Orange, CA 92867 (714) 637-5125	20+	C27 State Contractors License - Landscape ACRT#03268 I.S.A. WC#2158 QAL #35200
3. Jack Mooring, Vice President 531 Patwood Ave. La Habra, CA 90631 (714) 525-8821	25+	ACRT#03268 I.S.A. WC#0905 I.S.A. TW#403
4. Marian Toma, Manager 1015 N. Dresden Street Anaheim, CA 92801 (714) 491-0913	20+	I.S.A. WC4267 P.C.A. #AA-03099 QAL#39117
5. Tony Gomez, Supervisor 10531 Hunt Ave. South Gate, CA 90280 (323) 566-2127	25+	I.S.A TW# ACRT#03269
6. Jose Torres, Supervisor 6682 Delta Ave. Long Beach, CA 90805 (562) 244-2890	20+	I.S.A TW#1601 ACRT#03261

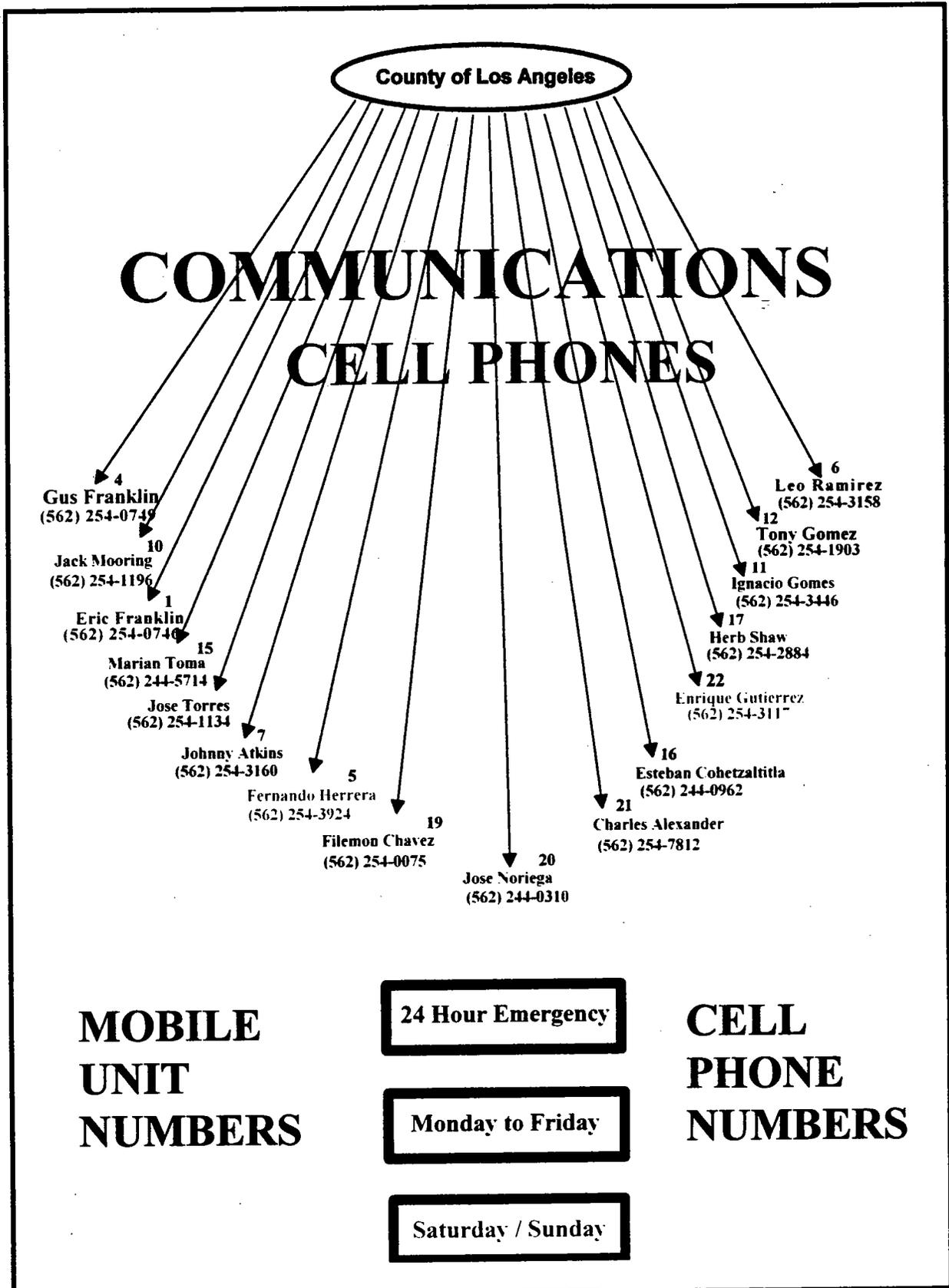
The above employees are authorized by UPS to make any representations on behalf of the company to the County of Los Angeles. They have full authority to make decisions concerning contracts and day to day field operations. In addition they are authorized to sign on behalf of the corporation.

DATE: 5/09/05

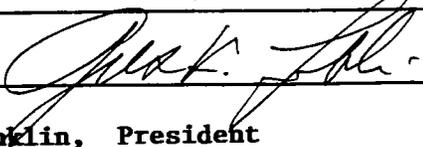
Authorized Signature 
Gus K. Franklin, President

UNITED PACIFIC SERVICES

Mobile Radio Contact



VERIFICATION OF PROPOSAL

DATE: May 6, 2005		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: REQUEST FOR PROPOSAL FOR "LANDSCAPE MAINTENANCE - SOUTH AREA"			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Gus K. Franklin			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE PROPOSER IS: President			
PROPOSER INFORMATION			
6. Proposer's full legal name:		UNITED PACIFIC SERVICES, INC.	
7. Proposer's fictitious business name or dba (if any):		N/A	
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor			
<input checked="" type="checkbox"/> A corporation:		Corporation's principal place of business: 120 E. La Habra Bl., La Habra, CA 90631	
		State of incorporation: California	
		President/CEO: Gus K. Franklin	
		Secretary: Susan K. Franklin	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Gus K. Franklin		Title President	Phone 562 691-4600
Street 120 E. La Habra Bl., Ste 107		City La Habra	State CA
			Zip 90631
Name(s) Susan K. Franklin		Title Secretary/Treasurer	Phone 562 691-4600
Street 120 E. La Habra Bl., Ste 107		City La Habra	State CA
			Zip 90631
Name(s)		Title	Phone
Street		City	State
			Zip
10. This proposal is made without collusion with any other person, firm, or corporation. The proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge. The proposer has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.			
<input checked="" type="checkbox"/> (1) I am making these representations on my personal knowledge;			
11. CHECK ONE: OR			
<input type="checkbox"/> (2) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Proposer or Authorized Agent:			
Type name and title:		Gus K. Franklin, President	

**CERTIFICATE OF SECRETARY
AS TO
CORPORATE RESOLUTION**

I, Susan K. Franklin, Secretary of United Pacific Services, Inc., a corporation organized under the laws of the state of California, do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and the by-laws of said corporation on the 12th day of February, 1999.

RESOLVED, that as President of this corporation, Gus K. Franklin has full authority to submit contract bids/proposals and execute contractual obligations on behalf of United Pacific Services, Inc.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my name as Secretary of United Pacific Services, Inc. and affixed the seal of said corporation, the 26th day of September, 2005.



SECRETARY

**SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE – SOUTH AREA**

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTE:

1. All bid item cost estimates shall include labor, equipment, and material.
2. Public Works will reimburse all dumping fees. Public Works will not pay for labor and transportation of debris to the dump site.

<u>Item</u>	<u>Description</u>	<u>Frequency</u>	<u>Cost Per Acre or Mile</u>	<u>Unit</u>	<u>Annual Cost</u>
1.	Los Angeles River				
a.	First Cutting of Grass and Wildflower Slopes (89 Acres)	Annual	\$ <u>300.00</u>	1x89	\$ <u>26,700.00</u>
b.	Second Cutting of Grass and Wildflower Slopes (89 Acres)	Annual	\$ <u>450.00</u>	1x89	\$ <u>40,050.00</u>
c.					
	Trim, Care, and Replanting of Ground Cover and Vines on Parapet Walls				
d.	Ground Cover (47 Acres)	Annual	\$ <u>100.00</u>	1x47	\$ <u>4,700.00</u>
e.	Vines – March (3.8 Miles)	Annual	\$ <u>1,050.00</u>	1x3.8	\$ <u>3,990.00</u>
f.	Vines – September (3.8 Miles)	Annual	\$ <u>1,050.00</u>	1x3.8	\$ <u>3,990.00</u>
g.	All other work, such as Tree and Shrubbery Trimming and Care, Weed Control, Litter Control, Irrigation Management, Rodent Control, etc. (47 Acres)	Monthly	\$ <u>482.00</u>	12x47	\$ <u>271,848.00</u>
	Total for Los Angeles River				\$ <u>351,278.00</u>
2.	Compton Creek				
a.	First Cutting of Grass and Wildflower Slopes (6.5 Acres)	Annual	\$ <u>300.00</u>	1x6.5	\$ <u>1,950.00</u>
b.	Second Cutting of Grass and Wildflower Slopes (6.5 Acres)	Annual	\$ <u>450.00</u>	1x6.5	\$ <u>2,925.00</u>
	Trim, Care, and Replanting of Ground Cover and Vines on Parapet Walls				
c.	Ground Cover (1 Acre)	Annual	\$ <u>1,500.00</u>	1x1	\$ <u>1,500.00</u>

FORM PW-2 – SCHEDULE OF PRICES (continued)

<u>Item</u>	<u>Description</u>	<u>Frequency</u>	<u>Cost Per Acre or Mile</u>	<u>Unit</u>	<u>Annual Cost</u>
d.	Vines – March (0.30 Mile)	Annual	\$ <u>4,500.00</u>	1x0.3	\$ <u>1,350.00</u>
e.	Vines – September	Annual	\$ <u>4,500.00</u>	1x0.3	\$ <u>1,350.00</u>
f.	All other work, such as Tree and Shrubbery Trimming and Care, Weed Control, Litter Control, Irrigation Management, Rodent Control, etc. (1 Acre)	Monthly	\$ <u>3,000.00</u>	12x1	\$ <u>36,000.00</u>
Total for Compton Creek					\$ <u>45,075.00</u>
3.	Rio Hondo Channel				
a.	First Cutting of Grass and Wildflower Slopes (64 Acres)	Annual	\$ <u>300.00</u>	1x64	\$ <u>19,200.00</u>
b.	Second Cutting of Grass and Wildflower Slopes (64 Acres)	Annual	\$ <u>450.00</u>	1x64	\$ <u>28,800.00</u>
Trim, Care, and Replanting of Ground Cover and Vines on Parapet Walls					
	Ground Cover (49 Acres)	Annual	\$ <u>75.00</u>	1x49	\$ <u>3,675.00</u>
c.	Vines – March (3.7 Miles)	Annual	\$ <u>1,000.00</u>	1x3.7	\$ <u>3,700.00</u>
d.	Vines – September (3.7 Miles)	Annual	\$ <u>1,000.00</u>	1x3.7	\$ <u>3,700.00</u>
	All other work, such as Tree and Shrubbery Trimming and Care, Weed Control, Litter Control, Irrigation Management, Rodent Control, etc. (49 Acres)	Monthly	\$ <u>465.00</u>	12x49	\$ <u>273,420.00</u>
Total for Rio Hondo Channel					\$ <u>332,495.00</u>
4.	Ballona Creek Earth Day Site				
a.	Trim, Care, and Replanting of Ground Cover (0.02 Acre)	Annual	\$ <u>50,000.00</u>	1x0.02	\$ <u>1,000.00</u>
	All other work, such as Tree and Shrubbery Trimming and Care, Weed Control, Litter Control, Irrigation Management, Rodent Control, etc. (0.02 Acre)	Monthly	\$ <u>50,000.00</u>	12x0.02	\$ <u>12,000.00</u>
Total for Ballona Creek Earth Day Site					\$ <u>13,000.00</u>

FORM PW-2 – SCHEDULE OF PRICES (continued)

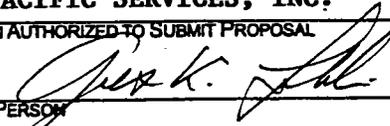
<u>Item</u>	<u>Description</u>	<u>Frequency</u>	<u>Cost Per Acre</u>	<u>Unit</u>	<u>Annual Cost</u>
5.	Dominguez Channel Earth Day Site				
a.	Trim, Care, and Replanting of Ground Cover (0.01 Acre)	Annual	\$ <u>1,000.00</u>	0.01	\$ <u>1,000.00</u>
b.	All other work, such as Tree and Shrubbery Trimming and Care, Weed Control, Litter Control, Irrigation Management, Rodent Control, etc. (0.01 Acre)	Monthly	\$ <u>100,000.00</u>	12x.01	\$ <u>12,000.00</u>
	Total for Dominguez Channel Earth Day Site				\$ <u>13,000.00</u>
6.	Centinela Creek				
a.	Trim, Care, and Replanting of Ground Cover (0.1 Acre)	Annual	\$ <u>1,000.00</u>	0.1	\$ <u>1,000.00</u>
b.	All other work, such as Tree and Shrubbery Trimming and Care, Weed Control, Litter Control, Irrigation Management, Rodent Control, etc. (0.1 Acre)	Annual	\$ <u>15,000.00</u>	12x.01	\$ <u>18,000.00</u>
	Total for Centinela Creek				\$ <u>19,000.00</u>

TOTAL PROPOSED ANNUAL PRICE (Includes Items 1 through 6)	\$ <u>773,848.00</u>
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<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Cost Per Unit</u>
7.	As-Needed Items		
	Not included in total bid amount and only to be performed with Public Works' approval.		
a.	Manual operation of irrigation system past the required 30-day period.	Hour	\$ <u>30.00</u>
b.	Irrigation system repairs (4-hour minimum for emergency call out)	Hour	\$ <u>55.00</u>
c.	Flat rate for emergency call back to shut off water/turn off irrigation system.	EA	\$ <u>30.00</u>
d.	Remove dead trees	EA	\$ <u>200.00</u>
	Plant Replacements – not including labor		
e.	1 Gallon Native	EA	\$ <u>4.50</u>
f.	5 Gallon Native	EA	\$ <u>10.75</u>

FORM PW-2 – SCHEDULE OF PRICES (continued)

n	Description	Unit	Cost Per Unit
g.	1 Gallon Standard	EA	\$ <u>3.75</u>
h.	5 Gallon Standard	EA	\$ <u>8.75</u>
i.	Re-hydroseeding of grass and wildflower slopes (using mix per original landscaping plans)	SF	\$ <u>0.14</u>

LEGAL NAME OF PROPOSER UNITED PACIFIC SERVICES, INC.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE 05/06/05	STATE CONTRACTOR'S LICENSE NUMBER 790590	LICENSE TYPE C61D49 & C27
PROPOSER'S ADDRESS: 120 E. La Habra Boulevard, Suite 107 La Habra, California 90631		
PHONE 562 691-4600	FAX 562 691-8839	E-MAIL gus@unitedpac.com

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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	UNITED PACIFIC SERVICES, INC.		
Company Address:	120 E. La Habra Blvd., Suite 107		
City:	La Habra	State:	CA Zip Code: 90631
Telephone Number:	562 691-4600		
(Type of Goods or Services):	Landscape Maintenance		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

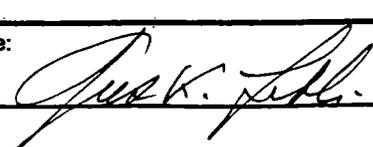
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Gus K. Franklin	Title: President
Signature: 	Date: 05/06/05

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Landscape Maintenance-South Area SERVICE BY PROPOSER UNITED PACIFIC SERVICES, INC.
 PROPOSAL DATE: 05/09/05

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

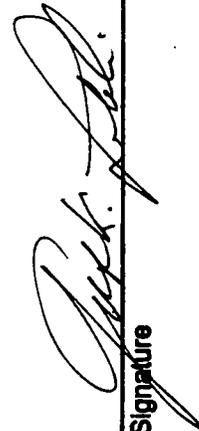
	2000	2001	2002	2003	2004	Total	Current Year to Date
1. Number of contracts	1	8	25	21	47	102	20
2. Total dollar amount of Contracts (in thousands of dollars)	387,805	856,304	1,890,662	2,102,886	3,191,530	8,429,187	942,307
3. No. of fatalities	-0-	-0-	-0-	-0-	-0-	-0-	-0-
4. No. of lost workday cases	-0-	-0-	-0-	-0-	-0-	-0-	-0-
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	-0-	-0-	-0-	-0-	-0-	-0-	-0-
6. No. of lost workdays	-0-	-0-	-0-	-0-	-0-	-0-	-0-

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

UNITED PACIFIC SERVICES, INC.

Gus K. Franklin

Name of Proposer or Authorized Agent (print)



Signature

05/06/05

Date

CONFLICT OF INTEREST CERTIFICATION

I, Gus K. Franklin

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) _____

of UNITED PACIFIC SERVICES, INC.
Name of proposer

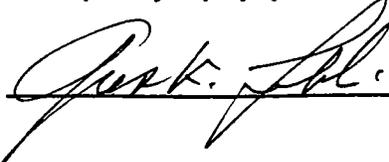
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed 

Date 05/06/05

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: LANDSCAPE MAINTENANCE - SOUTH AREA (RFP)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: East Area Flood Channels	DATES: 2000 / 2002
DEPT/DISTRICT: East Area Weed Abatement - Flood Channels	
CONTACT: Del Ortega	Amount: 381,740.00 435,239.00
TELEPHONE: (626) 445-7630	
FAX: (626) 446-2624	

SERVICE: Landscape Maint.	DATES: 2003 - 2004 2005
DEPT/DISTRICT Imperial Yard MD4	
CONTACT: No. 74043 Rene Sanchez	Amount: 353,000+/year
TELEPHONE: (562) 861-0316	
FAX: (562) 861-3957	

SERVICE: Weed Abatement	DATES: 2001 / 2002
DEPT/DISTRICT: Flood Maint. South Area MD4	
CONTACT: Tony Tajalli	Amount: 221,049
TELEPHONE: (626) 458-4935	
FAX: (626) 979-5465	

SERVICE: Landscape Maint.	DATES: 2003 - 2005 2004
DEPT/DISTRICT Imperial Yard MD4	
CONTACT: Contract No. 74044 Jeff Wingate	Amount: 363,000+/Yr.
TELEPHONE: (562) 861-0316	
FAX: (562) 861-3957	

*See following page

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Lanscape Maint.	DATES: 2001 to 2005
AGENCY/FIRM: City of Long Beach	
ADDRESS: 2760 Studebaker Rd., L.B. 90815	
CONTACT: Oscar DeLeon	Amount: 575,000 / year
TELEPHONE: (562) 577-8437	
FAX: (562) 570-8535	

SERVICE: Tree Maint.	DATES: 2003 to 2005
AGENCY/FIRM: City of Los Angeles - Harbor Dept.	
ADDRESS: 500 Pier "A" Street, Berth 161, Wilmington, CA 90744	
CONTACT: Gary Striker	Amount: 150,000/year
TELEPHONE: (310) 732-3890	
FAX: (310) 513-6234	

SERVICE: Tree Service Weed Abatement	DATES: 2001 to 2003
AGENCY/FIRM: County of San Bernardino	
ADDRESS: 385 North Arrowhead Ave., S.B. 92415	
CONTACT: Dave Brackin	Amount: 100,000/yr.
TELEPHONE: (909) 387-4043	
FAX: (909) 387-4243	

SERVICE: Tree Maint.	DATES: 2003 to 2005
AGENCY/FIRM: County of Riverside	
ADDRESS: 4080 Lemon Street, 7th Floor, Riverside, CA 92502	
CONTACT: Matt Sayre	Amount: 85,000/year
TELEPHONE: (909) 955-6829	
FAX: (909) 955-6845	

COUNTY OF LOS ANGELES - CONTRACTS AWARDED

UNITED PACIFIC SERVICES, INC.

120 E. La Habra Blvd., Suite 107, La Habra, CA 90631

562.691.4600 office 562.691.8839 fax

County of Los Angeles Contracts completed from the year 2000 to 2004

	Contract Description and Location	Final Contract Price
1.	County of Los Angeles "East Area" / 2000 - Flood Channels	\$381,740.00
2.	County of Los Angeles Housing Development / 2000 - Tree Service	\$16,868.00
3.	County of Los Angeles "South Area" - 2001 / 2002 - Flood Channels	\$221,049.00
4.	County of Los Angeles "East Area" / 2002 - Flood Channels	\$435,239.00
5.	County of Los Angeles - San Gabriel - 2002 - River	\$293,000.00
6.	County of Los Angeles - 2001 / 2002 - Tree Planting	\$60,325.00
7.	County of Los Angeles - L.A. River/Comp. Creek - 2001/2002 - Flood Channels	\$363,200.00
8.	County of Los Angeles - L.A. River/Comp. Creek - 2003/2004 - Flood Channels	\$363,200.00
9.	County of Los Angeles - L.A. River/Rio Hondo - 2001/2002 - Flood Channels	\$353,175.00
10.	County of Los Angeles - L.A. River/Rio Hondo - 2003/2004 - Flood Channels	\$353,175.00
11.	County of Los Angeles - East area - 2003 - Catch Basin	\$123,000.00
12.	County of Los Angeles - West area - 2003 - Catch Basin	\$146,000.00
13.	County of Los Angeles - Trimming / 2003 - Palms Trees	\$37,770.00
14.	County of Los Angeles - "Eastern Avenue" - 2003 - Trim Trees	\$12,500.00
15.	County of Los Angeles - San Gabriel 2003 - River	\$386,000.00
16.	County of Los Angeles - Trim and Remove trees 2001 / 2003 - AsNeeded Emergency Tree Work	\$175,884.00
17.	County of Los Angeles - "West Area" - 2003 - Flood Channels	\$105,000.00
18.	County of Los Angeles - Sanitation Department / 2004 - Hydroseed Flood Channel	\$29,501.00
19.	County of Los Angeles - "South Area" - 2004 - Flood Channels	\$275,000.00
20.	County of Los Angeles - "Costal Spreading Grounds" - Flood Channels	\$156,000.00
21.	County of Los Angeles - "Malibu" - 2004 - Landscape Maintenance	\$50,000.00
22.	County of L.A. - Tree Trim and Removal - 2004 - Tree Maintenance	\$152,000.00
TOTAL		\$4,473,873.00

County of Los Angeles contracts in progress for the year 2005

	CURRENT CONTRACTS	AMOUNT
1.	County of Los Angeles - L.A. River/Compton Creek - 2004 to 2005	\$363,200.00
2.	County of Los Angeles - L.A. River/Rio Hondo Channel - 2004 to 2005	\$353,175.00
3.	County of Los Angeles - Malibu - year 2005	\$50,000.00
4.	County of Los Angeles - Coastal Spreading Grounds - year 2005	\$156,000.00
5.	County of Los Angeles - Tree Trimming Project - year 2005	\$63,500.00
6.	County of Los Angeles - Tree Planting - year 2005	\$122,860.00
7.	County of Los Angeles - AsNeeded Emergency Tree Service	\$50,000.00
TOTAL		\$1,158,235.00

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	UNITED PACIFIC SERVICES, INC.
Address	120 E. La Habra Blvd., Suite 107, La Habra, CA 90631
Internal Revenue Service Employer Identification Number	33-0841901

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO

Proposer	UNITED PACIFIC SERVICES, INC.	
Authorized representative	Gus K. Franklin	
Signature		Date 05/06/05

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Subcontractor is licensed	License Number	Address	Specific Description of Subcontract work
No Subcontractors			

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: UNITED PACIFIC SERVICES, INC.	
<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 52887901	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 52					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnicity	Male	Female	Total		
Black/African American			3		
Hispanic/Latino	4		37		
Asian or Pacific Islander					
American Indian	1				
Filipino					
White	1	1	3		
			2		

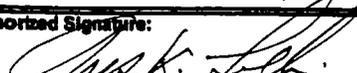
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Agency	Agency	Agency	Agency	Agency

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 05/06/05
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GAIN/GROW EMPLOYMENT COMMITMENT

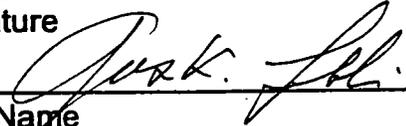
The undersigned:

has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title President
Firm Name United Pacific Services, Inc.	Date 05/06/05

TRANSMITTAL FORM TO REQUEST AN REP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name: UNITED PACIFIC SERVICES, INC.	Date of Request: N/A
Project Title: Landscape Maintenance - South Area	Project No.

A Solicitation Requirements Review is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County Use Only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____	

Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

UNITED PACIFIC SERVICES, INC.
Company Name

120 E. LA HABRA BLVD, Suite 107, LA HABRA, CA 90631
Address

33-0841901
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

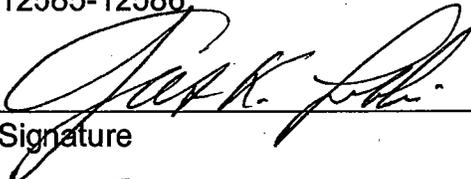
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. (X) ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. () (X)


Signature

9/29/05
Date

GUS K. FRANKLIN PRESIDENT
Name and Title (please type or print)

LOS ANGELES COUNTY CODE

Chapter 2.201

Living Wage Program

2.201.010 Findings. The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions. The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect. This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.**
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.**
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)**

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.**
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.**
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.**
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.**
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)**

2.201.090 Exceptions.

- A. Other Laws.** This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements.** Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C.** This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501 (c)(3) of the Internal Revenue Code.
- D. Small Businesses.** This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1.** Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2.** Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3.** Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4.** If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: UNITED PACIFIC SERVICES, INC.			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194**):

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full-and part-time employees; AND
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.**

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually Other (Specify): _____

- Neither the contractor nor the employees' collective bargaining unit have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.**

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

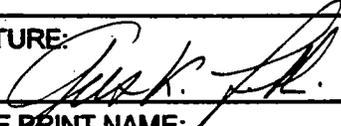
- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour per employee**.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour per employee**. I will pay an hourly wage of not less than **\$9.46 per hour per employee**.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour per employee**. I will pay an hourly wage of not less than **\$8.32 per hour per employee**.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: UNITED PACIFIC SERVICES, INC.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 05/06/05
PLEASE PRINT NAME: Gus K. Franklin	TITLE OR POSITION: President

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

The Firm **HAS BEEN** named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

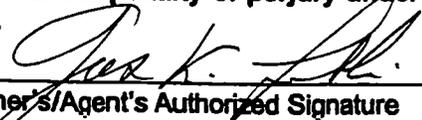
There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

The Firm **HAS BEEN** debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.



Owner's/Agent's Authorized Signature

United Pacific Services, Inc.

Print Name of Firm

Gus K. Franklin, President

Print Name and Title

05/06/05

Date

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: UNITED PACIFIC SERVICES, INC.	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Title:

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<p>COUNTY DETERMINATION</p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p>MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p>SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p>MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p>2 - 3%</p>	<p>4 - 6%</p>
<p>INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	<p>0 - 1%</p>	<p>1 - 2%</p>
<p>NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p>0</p>	<p>N/A</p>

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: UNITED PACIFIC SERVICES, INC.

Name of Proposer's Health Plan: N/A Date: 05/06/05

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

FORM LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after ____ days of employment.
- Is defined as an employee who is employed more than ____ hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS ____ DAYS.

P:\ASPUB\CONTRACTMASTER\RFP FORMATS\EXHIBITS.wpd 12/23/02

COST METHOD: QUOTE FOR CONTRACT: Landscape Maintenance - South Area

FOR...-W-8

PROPOSER: UNITED PACIFIC SERVICES, INC.

POSITION/TITLE* (LIST EACH SHIFT SEPARATELY)	HOURS PER DAY							DAYS PER YEAR	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Johnny Atkins - Irrigation Tech.	8	x	8	8	x	8	150	1200	15.00	18,000	
Jose Deharo - Irrigation Tech.	x	8	x	8	8	x	100	800	15.00	12,000	
Ruseblo Maldonado - Crew Foreman	8	8	8	8	8	8	250	2000	15.00	30,000	
Enrique Gutierrez - Supervisor	8	8	8	8	x	x	150	1200	18.75	22,500	
Guillermo Vasquez - Gardener	8	8	8	8	8	8	250	2000	10.00	20,000	
Kloy Zuniga - Gardener	8	8	8	8	x	x	150	1200	10.00	20,000	
Marian Toma - Area Supervisor	8	x	x	x	x	8	100	800	21.00	16,800	
Castro Alejandro - Gardener	8	8	8	8	8	8	250	2000	10.00	20,000	
Luis Gaona - Truck Driver	8	8	8	8	x	x	150	1200	15.00	18,000	
Eduardo Mendez - Gardener	8	8	8	8	8	8	250	2000	10.00	20,000	
Comments/Notes: In addition to the above 10 employees.											
Twice a year we schedule two - six man crews to cut the hydroseeded area of the contract. This amounts to 8 wks per year. At 12 men per week x 40 hours per week x 8 weeks = 3,840 man hours per year. This cost is not included with the regular maint. crew above. This is charged against Equipment and Services cost. At \$20 per man hour (includes labor burden), the cost for the cutting of the hydroseeded area would be \$20 x 3,840 man hours per year = \$76,800 per year. Sixty percent of this cost is charged against Equipment Cost and the balance of forty percent is charged against Service and Supply Costs. This cost fluctuates based on weather conditions each year. In a drought year it would require less hours per year as compared to a heavy rainy season.											
* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.											
** Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.											
This cost methodology form is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.											
PW-2-PURCONTRACTULETICALANDSCAPE SOUTH AREACOST METHOD02 LANGE											

Total Annual Salaries (from page 1) \$ 197,300

\$ 38,635

\$ -0-

\$ 124,650

\$ -0-

\$ 164,200

\$ 83,800

\$ 15,476

\$ 26,300

\$ 123,487

\$

\$

\$

\$

TOTAL PROPOSED ANNUAL PRICE \$ 773,848

STATEMENT OF EQUIPMENT

THIS PAGE IS TO BE COMPLETED BY BIDDER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Bidder's Name UNITED PACIFIC SERVICES, INC.
 Address 120 E. La Habra Blvd., Suite 107
La Habra, CA 90631
 Telephone 562 691-4600

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

(One Item Per Line or Attach a List) PLEASE SEE TAB 12

Type of Equipment	Make and Equipment You are Offering	Model	Year	Serial Number
3/4 ton P.U. Ext. Cab	GMC	2500 HD	2005	117920
3/4 ton P.U. Ext. Cab	GMC	2500 HD	2004	107768
3/4 ton P.U. Ext. Cab	GMC	2500 HD	2004	387977
3/4 ton P.U. Ext. Cab	GMC	2500 HD	2004	240479
3/4 ton P.U. Ext. Cab	GMC	2500 HD	2004	100434
3/4 ton P.U. Ext. Cab	GMC	2500 HD	2004	385431
Dump Truck	GMC	W4500	2003	001590
Dump Truck - Crew Cab	GMC	W4500	2002	802195
1 ton P.U. Crew Cab	CHEVROLET	3500	2001	181440
1 ton P.U. Crew Cab	CHEVROLET	3500	2001	186770
1/2 ton P.U. Ext. Cab	FORD	1500	2000	K37425

REMARKS: PLEASE SEE TAB 12

ATTACHMENTS

1. **County of Los Angeles Policy on Doing Business With Small Business**
2. **Debarred Vendors Report**



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/Bid process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name: Shobie Enterprises DBA Seahawk Construction
Principal Owners: Shamir Ahmad Qazi
Debarment Start Date: April 30, 2002 **Debarment End Date:** April 30, 2005

Vendor Name: Automation Data Solutions
Principal Owners: Renee Setero
Debarment Start Date: March 4, 2003 **Debarment End Date:** March 3, 2006

Vendor Name: 2X, Inc. a.k.a. LA Internet, Inc.,
2X Access
Internet Business International
(Referred to collectively as "LA Internet")
Principal Owners: Ken Reda
Albert Reda
Louis Cherry
Debarment Start Date: September 9, 2003 **Debarment End Date:** September 8, 2006

Vendor Name: MTS Advanced Corp.
Principal Owners: Emir Khan
Zulaine Hernandez
Debarment Start Date: February 8, 2005 **Debarment End Date:** February 7, 2008

County of Los Angeles

LANDSCAPE MAINTENANCE - SOUTH AREA

INTRODUCTION / NARRATIVE

UNITED PACIFIC SERVICES, INC.



UNITED PACIFIC SERVICE, INC.

120 E. La Habra Blvd., Suite 107

La Habra, CA 90631

(562) 691-4600 office (562) 691-8839 fax

INTRODUCTION / NARRATIVE

Mr. Donald L. Wolfe,
Acting Director of Public Works
County of Los Angeles,
900 South Fremont Avenue
Alhambra, CA 91803-1331

May 9, 2005

Dear Mr. Wolfe,

United Pacific Services, Inc. (UPS) is Certified as a Local Small Business by the County of Los Angeles Office of Affirmative Action. Therefore, we are requesting a 5% preference when comparing bids. During the past five years we have completed twenty-three contracts for the County of Los Angeles in the amount of \$4,473,873 and we are currently in the process of completing an additional seven contracts in the amount of \$1,158,235 for a total of \$5,632,108. All of these contracts have been completed on time and to specifications. Over this period of time our contracted work with the County has encompassed a wide range of projects from Tree Trimming/Removal and Planting contracts to Landscape Maintenance, Weed Abatement, Flood Control Channel and River contracts and Catch Basin Cleanout. We have developed and enjoyed an excellent working relationship with the County's inspectors and staff and look forward to continuing this association. I consider our company to be part of the County's "team". A firm that the County personnel can rely on seven days a week, 24 hours a day for immediate response from fallen trees to mainline irrigation breaks. We take pride in our experienced and highly trained crews of Certified Irrigation Technicians, Certified Arborists and Landscape Maintenance Gardeners working with new and specialized equipment.

During the past three years we have managed and maintained the landscape maintenance areas of the Los Angeles River, Compton Creek, and Centinela Creek and the Los Angeles River / Rio Hondo Channel now rebidding as the "LANDSCAPE MAINTENANCE - SOUTH AREA". We have a proven track record of maintaining the various landscape areas of the South Area and have for the past three years maintained the irrigation systems, landscaped areas, wildflower / seeded areas, the bicycle trails and most importantly we understand and know how to maintain the "native plants" that are an integral part of the landscaped areas of the project. During the past three years we have responded to all types of emergency work while maintaining the L.A. River/Compton Creek and Rio Hondo Channels. Due to either vandalism or soil erosion caused by heavy and continuing rainfall, it was necessary to maintain some of the area's landscaped irrigation systems by manual watering for months at a time, however, we never charged the county for any manual watering during the past three years, even though this was listed as an hourly rate in our respective contracts, No. 74043 & 74044. We have absorbed this manual watering cost while at the same time we have repaired and maintained the irrigation system. This has saved the County thousands of dollars over the past three years. Our contribution as a "team" player in looking at the bigger picture of working on and completing many different types of contracts for the county.

We are in the process of moving into our "new" fully permitted greenwaste recycling and composting facility that will become the headquarters for our landscape maintenance division. Our new facility is located next to the County of Los Angeles Imperial yard, which is next door and adjacent to the Landscaped areas of the South Area contract. Our response time to any type of emergency situation from main line irrigation breaks to vandalism will be within minutes from this facility (see next page for new facility location).

United Pacific Services, Inc. (UPS) has completed numerous contracts for many Municipalities, Counties and State agencies. During the past 28 years I have overseen the completion of over \$40,000,000 in contracts for more than 70 southern California municipalities. I have also directed the completion of numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles. We have never been assessed liquidated damages for failure to complete a contract on time or to specifications, nor have we ever had a complaint filed with the Contractors State Licensing Board against the Company, Corporate Officers or the Owners. In addition, we have never had any claims filed against our General Liability coverage. We have all the specialized equipment and a seasoned and very experienced crew that is Certified by the International Society of Arboriculture (ISA) as Certified Arborists and Certified Tree Workers with the ability to perform all types of tree and landscape maintenance contracts to completion on time and to specifications.

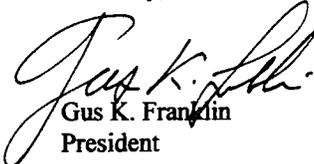
At the present time we have contracts in progress with the cities of Long Beach, Los Angeles, Highland, San Diego and the counties of Los Angeles, San Diego, Riverside, Orange and the State of California. These contracts include tree trimming, tree planting, tree removal, weed abatement, irrigation repair/maintenance, pesticide/herbicide control and landscape maintenance. If selected by the County of Los Angeles, we will provide the county with crews that are equipped with new equipment to complete the landscape maintenance work in a timely and professional manner. All crews will be supervised by an ISA Certified Arborist and tree trimmers shall be Certified as Tree Workers by the ISA. UPS is a state licensed contractor and holds both the C27 and C61 D49 state licenses and both licenses are in good standing with the State of California.

I have included for your review fourteen City Endorsement signatures, six Governmental signatures rating our Company's performance as excellent, Forty-five letters of recommendation, and five current letters of recommendation from cities and county agencies including a letter of recommendation from our bonding company, Driver-Alliant Insurance Services which rates United Pacific with an excellent track record and credit history for over 15 years. I have also included a comprehensive Work Plan of Action, an Equipment List with color pictures, ISA Certified Arborist Certifications, ISA Certified Tree Worker Certifications, CPR and First Aid Certification and Electrical Line-clearing Certifications from the ACRT, Inc. Institute of Arboriculture and Urban Forestry. I have also included Certification of Confined Space Entry Awareness should our crews be required to enter any catch basins or flood maintenance channels/tunnels. We have employees that are licensed for herbicide application (QAL Licenses) and I have one employee who is certified and has an Agricultural Pest Control Adviser License (PCA license). In addition, I have included a comprehensive D & B Business report regarding United Pacific's Commercial Credit Rating.. United Pacific has a variety of trucks ranging from 1/2 ton pick-ups to ten ton heavy duty diesel trucks. In the past three years we have invested over \$1.7 million in new specialized Landscape maintenance equipment (see equipment list). In the year 2003/2004, we purchased four 2004 GMC light duty trucks, three 2004 GMC heavy duty 18' chipper dump trucks, two 2004 JCB Tractors with specialized grapple loaders, two 2003/2004 Model 752 Vermeer Stump grinders, one 2003 Dodge light duty P.U. Truck, two 2004 transport low bed trailers. Within the past six months we have invested an additional \$500,000 in new equipment and we are planning to purchase \$300,000 in new equipment throughout the remainder of 2005.

In addition to maintaining the landscaping of the L.A. River/Compton Creek (a three year contract), and the L.A. River/Rio Hondo Channel (a three year contract), we also maintain the landscaping of the San Gabriel / Rio Hondo Coastal Spreading Grounds (a three year contract) and the Malibu sub-stations (a five year contract) for the County of Los Angeles. Our contract for the Coastal Spreading Grounds is for one year with two renewal options ending on November 4, 2006. The county renewed our second year option. Our landscape maintenance contract with the Malibu sub-stations is for one year with four one year renewal options. The County renewed our second year option.

We have the financial capability and a long history of successfully completing governmental tree and landscape maintenance contracts in the State of California including a three year track record of maintaining the Landscape Maintenance of the South area for the County of Los Angeles including the San Gabriel / Rio Hondo Coastal Spreading Grounds contract. We have the experienced and certified crews that have, and will continue to provide an excellent landscape maintenance program for the County of Los Angeles. If you need additional information or have any questions concerning our proposal please call (562) 691-4600 or you can reach me on my cell phone at (562) 254-0749.

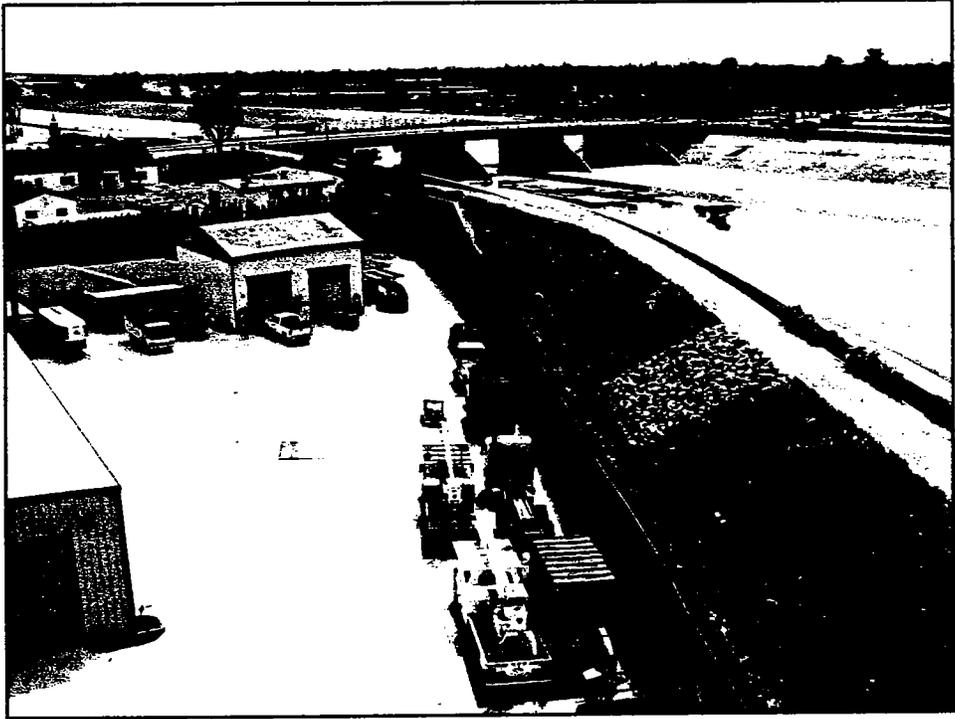
Sincerely,


Gus K. Franklin
President

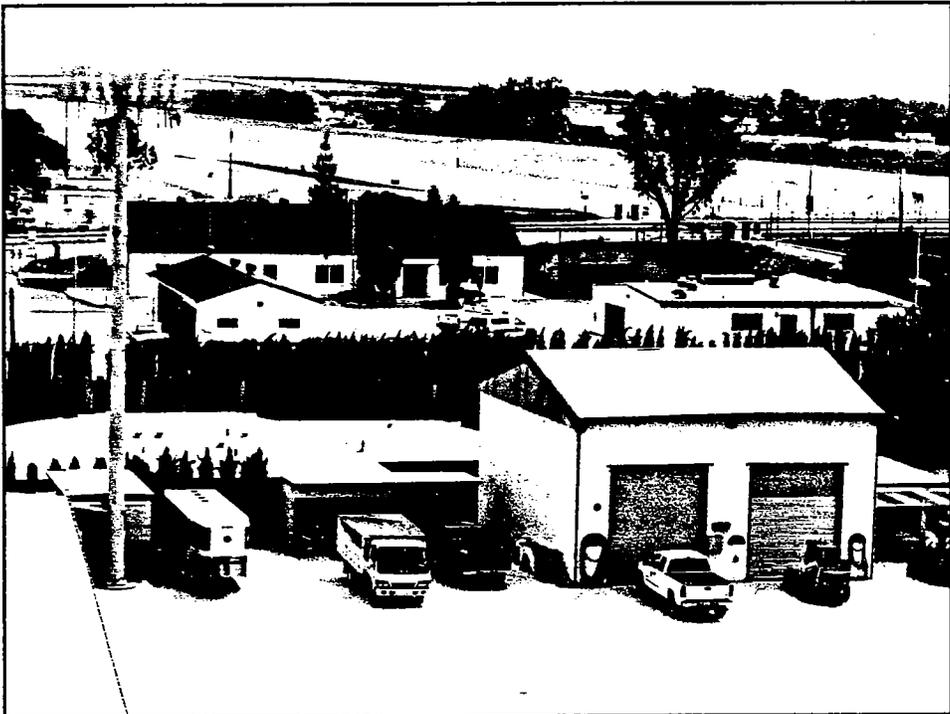
Turn page for color pictures
of new Office / Yard Facility



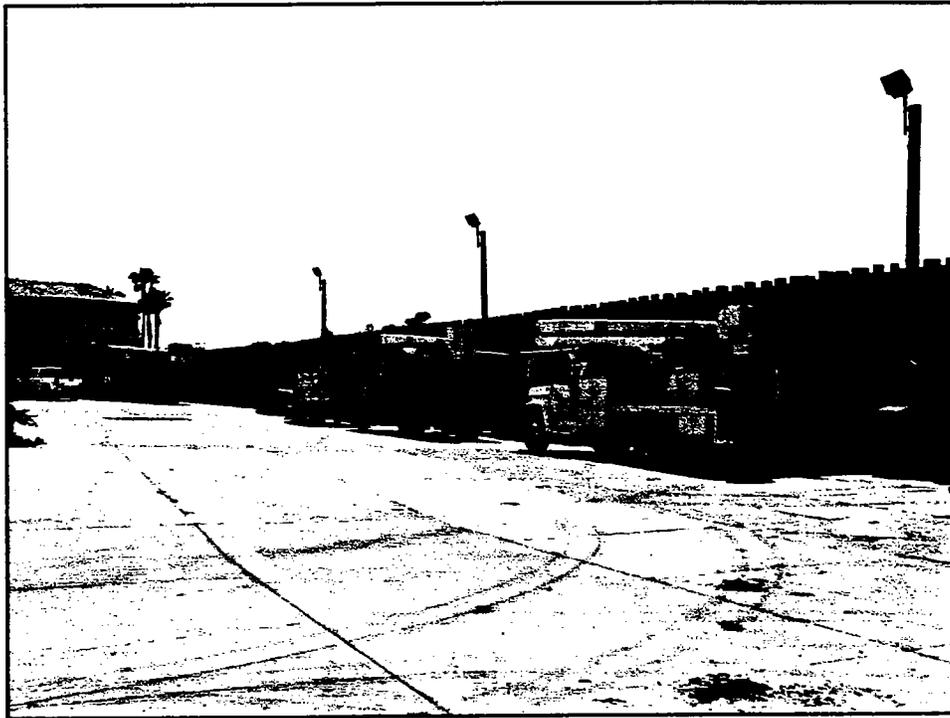
United Pacific Services - New Facility
Rio Hondo Channel / South Area



United Pacific Services - New Facility
L.A. County Imperial Yard



United Pacific Services - New Facility



UNITED PACIFIC SERVICES, INC. - (10) GOVERNMENTAL REFERENCES

No.	GOVERNMENTAL AGENCY TOTAL CONTRACT AMOUNT	CONTACT	PHONE NUMBER	ADDRESS	TYPE OF SERVICE	No. of years
1.	CITY OF LONG BEACH \$1,888,000	Oscar De Leon	(562) 577-8437 office (562) 570-8535 fax	2760 Studebaker Road Long Beach, CA 90815	LANDSCAPE MAINTENANCE, IRRIGATION REPAIR, TREE TRIMMING & REMOVAL TURF / SHRUB MAINTENANCE, HERBICIDE SPRAYING, PESTICIDE SPRAYING, SLOPE MANAGEMENT, WEED CONTROL, ETC.	3
2.	COUNTY OF LOS ANGELES \$2,148,125	Jeff Wingate Rene Sanchez	(562) 861-0318 office (562) 861-3957 fax	5525 East Imperial Hwy. South Gate, CA 90280	LANDSCAPE MAINTENANCE, IRRIGATION REPAIR, TREE TRIMMING & REMOVAL TURF / SHRUB MAINTENANCE, HERBICIDE SPRAYING, PESTICIDE SPRAYING, SLOPE MANAGEMENT, WEED CONTROL, ETC.	3
3.	CITY OF LOS ANGELES PORT OF LOS ANGELES \$450,000	Gary Striker	(310) 732-3880 office (310) 513-5234 fax	500 Pier "A" Street, Berth 161 Wilmington, CA 90744	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, HERBICIDE AND PESTICIDE SPRAYING, TREE MANAGEMENT	3
4.	CITY OF HIGHLAND \$105,000	Larry Williams	(909) 864-8732 office (909) 862-3180 fax	27215 Base Line Highland, CA 92346	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, HERBICIDE AND PESTICIDE SPRAYING, TREE MANAGEMENT	5
5.	COUNTY OF RIVERSIDE \$255,000	Matt Sayre	(909) 955-8829 office (909) 955-8845 fax	4080 Lemon Street, 7th floor Riverside, CA 92502	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, EMERGENCY WORK, HERBICIDE SPRAYING, TREE MANAGEMENT	3
6.	COUNTY OF LOS ANGELES \$844,000	Del Ortega	(626) 445-7630 office (626) 446-2824 fax	900 South Fremont Avenue Alhambra, CA 91803	TREE TRIMMING AND REMOVAL, WEED ABATEMENT, TRIMMING BUSHES AND HEDGES, DEBRIS REMOVAL, REMOVING WEEDS TO GROUND LEVEL, CLEAN UP OF PAPER, TRASH, ETC.	2
7.	COUNTY OF SAN BERNARDINO \$200,000	Dave Brackin	(909) 387-4043 office (909) 387-4243 fax	385 North Arrowhead Ave. San Bernardino, CA 92415	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, EMERGENCY WORK, WEED ABATEMENT, EMERGENCY WORK	2
8.	STATE OF CALIFORNIA \$182,800	Saeed Samie	(805) 857-7072 office (805) 375-9239 fax	680 Flinn Ave., Ste. 32 Moorpark, CA 93021	TREE TRIMMING AND TREE REMOVAL, WEED ABATEMENT, TRAFFIC CONTROL PLAN, LEAD CONTROL PLAN AND WATER CONTROL PLAN	1
9.	CITY OF SAN DIEGO UNIFIED PORT DISTRICT \$680,121	Mark Brunelle	(619) 688-6475 office (619) 725-6014 fax (619) 322-1274 cell	3165 Pacific Coast Highway San Diego, CA 92112	TREE TRIMMING AND TREE REMOVAL, TRAFFIC CONTROL PLAN, QUALITY CONTROL PLAN, TREE PLANTING, IRRIGATION REPAIR	3
10.	CITY OF LOS ANGELES Department of Water & Power \$200,000	Robert Chaney	(861) 824-7901 office (861) 824-7901 fax	17031 Highway 14 Mojave, CA 93501	TREE TRIMMING AND TREE REMOVAL, QUALITY CONTROL AND TRAFFIC CONTROL PLAN	2

*NOTE:

UNITED PACIFIC HAS BEEN AWARDED VARIOUS CONTRACTS THAT RANGE FROM ONE (1) TO FIVE (5) YEARS. WE HAVE INVESTED OVER \$1.7 MILLION IN NEW EQUIPMENT.
THE ABOVE LIST OF CONTRACTS IS A PARTIAL LIST OF MUNICIPAL AND COUNTY CONTRACTS THAT HAVE BEEN AWARDED TO UNITED PACIFIC DURING THE PAST FIVE YEARS.

United Pacific Services, Inc.

CURRENT CONTRACTS - March of 2005

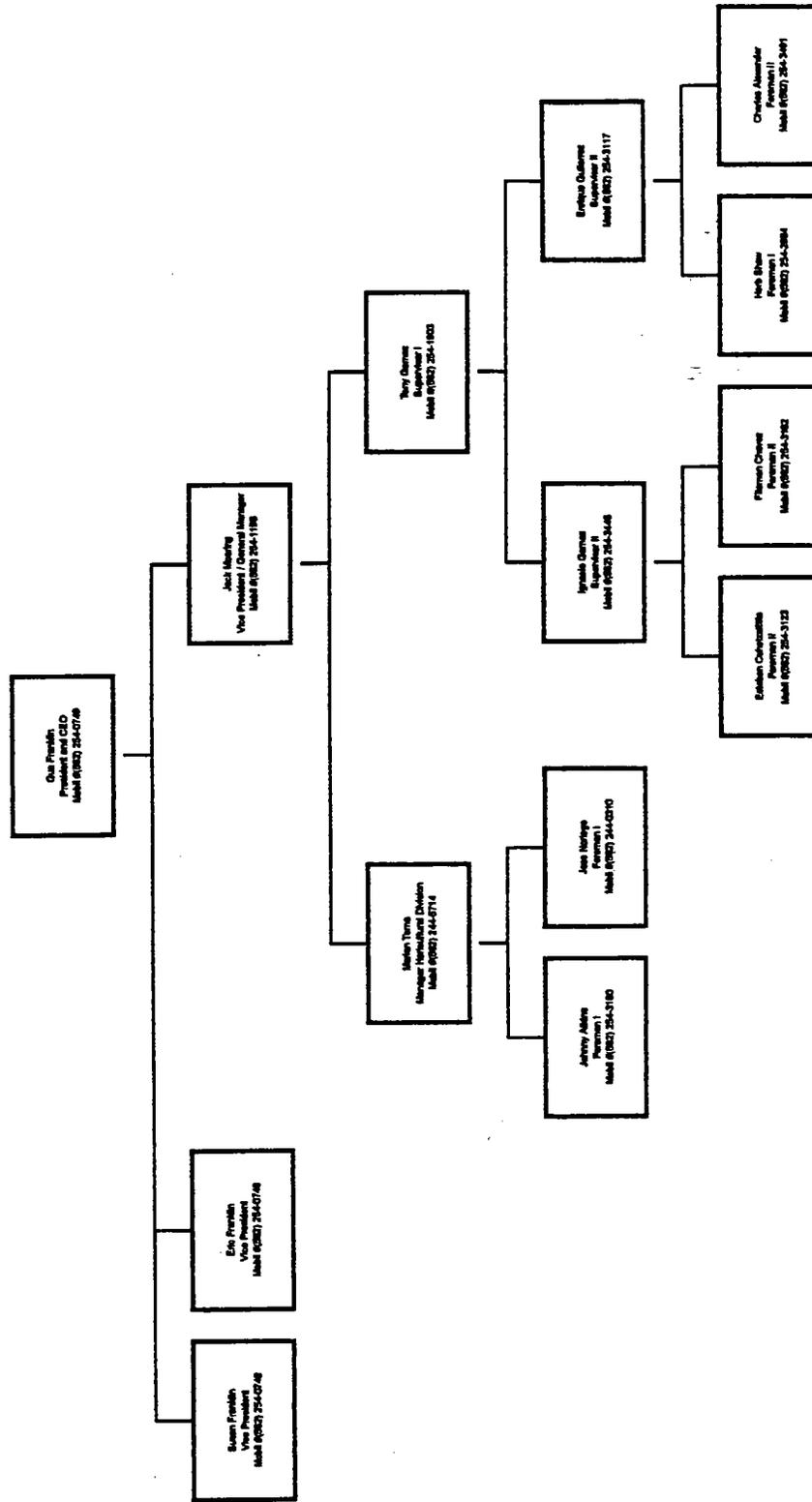
WORK ON HAND

No.	Contracts	No. of Years	Contract Number	Contract Value	Amount per year	Date started	Completion date
1.	County of Los Angeles - L.A. River/Comp. Creek	3	74043	\$1,089,800.00	\$363,200.00	Jun of 2002	Jul of 2005
2.	County of Los Angeles - L.A. River/Rio Hondo	3	74044	\$1,059,525.00	\$353,175.00	Jun of 2003	Jun of 2005
3.	County of Los Angeles - Coastal Basin	3	001380	\$468,000.00	\$156,000.00	Nov of 2003	Dec of 2006
4.	County of Los Angeles - Tree Maintenance	1	RMD5546108	\$152,000.00	\$152,000.00	Mar of 2004	Nov of 2004
5.	County of Los Angeles - Malibu Landscape Maint.	5	001464	\$300,000.00	\$60,000.00	Feb of 2004	Jan of 2009
6.	County of Los Angeles - As Needed Tree Maint.	5	001166	\$500,000.00	\$100,000.00	Jun of 2001	May of 2006
7.	City of Los Angeles - Dept. of Water & Power	1	C-70046	\$60,000.00	\$60,000.00	Jan of 2004	Dec of 2005
8.	City of Los Angeles - Harbor Department, tree maintenance	3	39284	\$450,000.00	\$150,000.00	Sep of 2002	Aug of 2005
9.	City of Highland - Tree Maintenance	5	01-01	\$250,000.00	\$50,000.00	Apr of 2001	Mar 2008
10.	City of Long Beach - Tree/Landscape Maintenance	4	28562	\$1,888,000.00	\$472,000.00	Jan of 2004	Dec 2007
11.	County of Riverside - Tree Removal (orchard)	3	PUARC161	\$75,000.00	\$25,000.00	May of 2003	Apr of 2006
12.	County of Riverside - Tree Maintenance	3	TLARC031	\$255,000.00	\$85,000.00	Jan of 2004	Dec of 2006
13.	Port of San Diego - Tree Maintenance	3	2003RFP	\$680,121.00	\$226,707.00	Jul of 2004	Jun of 2007
14.	County of Orange - Tree trimming	1	E8Z0000011	\$25,000.00	\$25,000.00	Jul of 2004	June of 2005
15.	County of Los Angeles - Tree Planting	1	RMD4446004	\$122,860.00	\$122,860.00	Jun of 2004	Jul of 2005
16.	State of California - Tree Maintenance	3	CVO2077	\$45,000.00	\$15,000.00	Jun of 2003	Sep of 2006
17.	County of Los Angeles - Tree Trimming	1	RMD1446013	\$63,265.00	\$63,265.00	Mar of 2005	May of 2005
18.	County of San Diego - Tree Removal, Community of Birch Hill	1	RFB 433	\$575,000.00	\$575,000.00	Mar of 2005	Jun of 2005
19.	County of San Diego - Tree Removal, Palomar Mountain Communities	1	RFB 483	\$920,000.00	\$920,000.00	Mar of 2005	Jul of 2005
20.	County of Orange Sanitation District	5	S-2004-192	\$885,040.00	\$177,008.00	Oct of 2004	Sep of 2009
				TOTAL	\$9,863,411.00		\$4,141,215.00

United Pacific Services, Inc.

ORGANIZATIONAL CHART - CELL PHONES

FILE NO. AB136



UNITED PACIFIC SERVICES, INC.

KEY PERSONNEL - CERTIFICATIONS

NO	EMPLOYEE	MUNICIPAL - COUNTY - STATE YEARS OF EXPERIENCE	CERTIFICATIONS	POSITION
1.	ERIC FRANKLIN	20	I.S.A. CERTIFIED ARBORIST LICENSE NO. # WC-2158 I.S.A. CERTIFIED UTILITY SPECIALIST LICENSE NO. # WC-2158 ACRT.LINE CLEARING - CERTIFICATION NO. # 03268 QAL LICENSE NO. # 35200 STATE CONTRACTORS LICENSE QUALIFIER # C27	Vice President Field Supervisor
2.	JACK MOORING	25	I.S.A. CERTIFIED ARBORIST LICENSE NO. #W3-0905A I.S.A. CERTIFIED TREE WORKER LICENSE NO. #403 ACRT.LINE CLEARING - CERTIFICATION NO. #03268	Vice President General Manager
3.	MARIAN TOMA	22	I.S.A. CERTIFIED ARBORIST LICENSE NO. #WC-4267 P.C.A. STATE LICENSE NO. #AA-03069 QAL LICENSE NO. #39117	Field Supervisor Horticultural Manager
4.	GUS FRANKLIN	30	STATE CONTRACTOR LICENSE QUALIFIER # C61-049 ACRT. LINE CLEARING - CERTIFICATION # 03263	President
5.	FRANCISCO SILVA	15	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 525	Crew foreman/gardener
6.	ROBERT MONTES	12	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 521	Tree trimmer/gardener
7.	NOE RAMIREZ	13	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1028	Tree trimmer/gardener
8.	ANTONIO GOMEZ	12	ACRT. LINE CLEARING - CERTIFICATION NO. 03029 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
9.	JOSE TORRES	16	ACRT. LINE CLEARING - CERTIFICATION NO. 03031 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
10.	IGNAGIO GOMEZ	14	ACRT. LINE CLEARING - CERTIFICATION NO. 03032 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
11.	ENRIQUE GUTIERREZ	17	ACRT. LINE CLEARING - CERTIFICATION NO. 03033 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
12.	FERNANDO HERRERA	15	IRRIGATION SPECIALIST. SPRINKLER REPAIR. INSTALLATION NO. 3421	Turf and Irrigation repair/maintenance
13.	JOHNNY ATKINS	10	IRRIGATION/TURF SPECIALIST CERTIFICATION NO. 4519	Turf and Irrigation repair/maintenance
14.	LEO RAMIREZ	16	ACRT. LINE CLEARING - CERTIFICATION NO. 03034 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Truck driver/crew foreman/gardener
15.	HERB SHAW	34	ACRT. LINE CLEARING - CERTIFICATION NO. 03035 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Truck driver/stump grinder
16.	LUIS GAONA	25	ACRT. LINE CLEARING - CERTIFICATION NO. 03036 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Loader operator/chipper operator
17.	FILEMON CHAVEZ	19	ACRT. LINE CLEARING - CERTIFICATION NO. 03037 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Root pruner operator/loader operator
18.	ESTABAN COHETZALITLA	16	ACRT. LINE CLEARING - CERTIFICATION NO. 03038 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/truck driver

The above listed employees have been involved in the landscape/tree maintenance of the following City, County, and State contracts during the past four (4) years.

Some of these contracts are renewable from 1 to 5 years.

1. County of Los Angeles (10 contracts ranging from 1 to 5 years)
2. County of Riverside (2 contracts for 3 years)
3. City of Los Angeles (3 contracts ranging from 1 to 3 years)
4. City of Highland (a five year contract)
5. City of Long Beach (2 contracts ranging from 3 to 4 years)
6. City of Santa Maria (a one year contract)
7. City of Palm Desert (a lump sum bid project)
8. County of San Bernardino (a two year contract)
9. State of California (a lump sum bid project)
10. Orange County Sanitation District (a five year contract)
11. County of San Diego (two contracts)



WORK PLAN OF ACTION

FOR

County of Los Angeles

submitted by:

UNITED PACIFIC SERVICES, INC.

120 E. La Habra, Suite 107, La Habra, CA 90631

UNITED PACIFIC SERVICES, INC.

Work Plan of Action

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WORK PLAN

Management Team

United Pacific Services, Inc., has assigned Jack Mooring, Eric Franklin, Marian Toma and Tony Gomez as Supervisors to the landscape maintenance project for the County of Los Angeles.

- ◆ Mr. Mooring has over 20 years experience in governmental maintenance projects with over 35 municipalities, 5 counties and state of California Division of Transportation - Caltrans and is *Certified by the I.S.A. (# WC-0905)*, *Certified by the National Arborist Association (#NAA-03268)* and *Certified in Cardio-Pulmonary Resuscitation (#AHA-24194)*. Currently he is supervising three contracts with the County of Los Angeles (L.A. River/Compton Creek, L.A. River/Rio Hondo, Coastal Spreading Grounds, County Malibu Landscape Maintenance and various County Tree Trimming projects).
- ◆ Mr. Gomez has over 15 years experience in the management and maintenance of street trees, grounds maintenance, weed abatement, litter control, trash and debris removal for over 20 municipalities and 3 counties. Mr. Gomez is *Certified by the National Arborist Association (#NAA-03267)* and *Certified in Cardio-Pulmonary Resuscitation (#AHA-24193)*. Mr. Gomez has supervised the completion of three major County of Los Angeles contracts with the Division of Flood Control. The East Area Flood Channels were completed in the years 2000 and 2002. He also supervised the completion of the South Area Flood channels for year 2002 and 2004 and the completion of the San Gabriel River Projects for year 2002 and 2003 respectively. All County of Los Angeles contracts were completed on time and to county specifications. Mr. Gomez is currently supervising the completion of the County of Los Angeles Planting contract including the AsNeeded Tree maintenance project and a County of Los Angeles tree trimming project.

Overseeing the project will be Mr. Eric L. Franklin, Vice President Field Operations

- ◆ Mr. Eric Franklin will be overseeing the project. Mr. Franklin has supervised the completion of maintenance contracts for over 25 municipalities in Southern California. Mr. Franklin is a *I.S.A. Certified Arborist (#WC-2158), Certified by the National Arborist Association (#NAA-03265), and Certified in Cardio-Pulmonary Resuscitation (#AHA-24191)*. Mr. Franklin is also a *Certified Arborist/Utility Specialist by the I.S.A.*

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- ◆ Mr. Marian Toma is Manager of the United Pacific Horticultural Division and has many years experience of supervising the completion of numerous governmental contracts. Mr. Marian is an *I.S.A. Certified Arborist (#WC-4267) and holds both the Qualified Applicators License (QAL) #QL39117 and the Agricultural Pest Control Adviser License (PCA) #AA03099*. Mr. Marian will be overseeing the project and will be actively involved in all pesticide and herbicide applications. Mr. Toma has supervised the completion of tree and landscape maintenance contracts for over 25 municipalities and two counties in Southern California. Currently he is in charge of our three year contract with the County of Los Angeles in the landscape maintenance of the L.A. River, Compton Creek, Centinela Creek and the Rio Hondo Channel.

Mr. Franklin, Mr. Mooring, and Mr. Gomez have full authority to make any and all decisions concerning additional work and represent United Pacific in all decisions concerning this project. They can immediately make decisions on the job site and have the authority to execute any agreement concerning additional work or changing a work order or responding to any type of service request call.

MANAGEMENT TEAM

PROJECT SUPERVISORS: Jack Mooring - Tony Gomez

PROJECT DIRECTORS: Eric Franklin - Marian Toma

PERFORMANCE OF WORK.

A. Daily - Weekly - Monthly Supervision:

1. Report to **County of Los Angeles** representative on a daily and/or weekly basis if performing work for the county.
2. Before starting work, UPS shall designate, in writing, a representative who shall have complete authority to act for UPS. UPS will also supply the County with a second alternate UPS representative. Any order given to the UPS supervisor or foreman shall be deemed delivered to the UPS main office.
3. Supervise tree trimming crew to maintain proper trim pattern.
4. Supervise planting crew to maintain proper quality control.
5. Supervise irrigation repair and maintenance.
6. Report any injuries within one hour of occurrence.
7. Respond to any public complaints or questions concerning project immediately upon notification or no later than one hours of occurrence or as directed by county representative.
8. Final inspection of maintenance work to insure proper clean-up on a daily basis.
9. Maintain daily records of hours worked by each employee and work completed.
10. UPS's authorized representative shall meet with the **County of Los Angeles** representative for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Also UPS shall on each Friday or as directed by county staff

submit to the county a weekly, biweekly, or monthly copy of daily work reports throughout the term of the contract. In addition, UPS shall advise the county representative of the following Week's schedule. Daily work records shall be formatted for easy translation into a program or computer software or as directed by county staff.

11. UPS will notify the county of any changes in start date of each location at least 24 hours in advance. Should UPS discontinue work for any reason, the **County of Los Angeles** must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.

B. Work Schedule:

1. UPS will start the tree trimming, planting, irrigation and landscape maintenance operations within five working days of award of contract or as directed by county staff. UPS will, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order, location, and completion of work based on the information provided by the county representative.
2. UPS will notify the **County of Los Angeles** of the work schedule on a daily and weekly basis. This schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any maintenance work in the county or as directed by the county representative.
3. Only one job site shall be worked at a time unless specifically approved in advance by the county Inspector or his authorized representative.
4. As soon as notified by the **County of Los Angeles** of award of contract UPS will meet with the County Representative to develop a preliminary work schedule for accomplishing the work on a monthly basis or as directed by county staff. Landscape Maintenance Schedule and Watering Schedule will be modified, as necessary, during the course of the contract, based on weather conditions especially during a heavy rain season.

C. Tree Work Performed:

1. Will be according to 1988 Pruning Standards of the Western Chapter ISA and the National Arborist Association and to the County of Los Angeles specifications (see detailed specifications of RFP)
2. UPS will raise lower limbs on the traveled road way where practical, to a minimum height of 12' feet or as directed by the County authorized representative from the edge of the roadway/bike path or fence line, without detracting from the natural shape of the tree.
3. UPS shall perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, tools supplies, materials, equipment, transportation, and other incidentals necessary to perform the work.
4. UPS shall conduct weekly patrols at each facility / work location / channel and remove all trash discovered within 48 hours.
5. The term "trash" shall be synonymous and interchangeable with "debris" and shall include, but not limited to the following description:
 - a. All paper, styrofoam, shopping carts, tires, furniture, waste, bottles, cans, concrete pieces, wood scraps, construction debris, and other solid man-made material.
 - b. All tree cuttings, trimmings, and fallen trees and branches.
 - c. All dead foliage, dead shrubs, dead vines, dead trees, fallen leaves, and other organic material.
6. UPS will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the **County of Los Angeles** representative at the end of each day or as directed by the county. Pictures are to be taken at time of incident.
7. UPS will maintain good public relations at all times. Work will be

conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed with employees that are certified as tree workers and supervised by a Certified I.S.A. Arborist.

8. **Hazardous Notifications:** UPS will report to the **County of Los Angeles** representative any hazardous condition within one hour. In addition any tree defects, diseases or hazardous tree conditions will be reported within 24 hours.
9. Any activities found by the **County of Los Angeles** to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by UPS.
10. UPS will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The **County of Los Angeles** authorized representative will serve as mediator between the contractor and public if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and/or bicycle and pedestrian safety.
11. UPS will exercise precaution as necessary when working adjacent to electrical wires. In the event that aerial utility wires present a hazard to UPS's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified by UPS. UPS employs employees that are certified in electrical line clearing thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry under their Electrical Awareness Program. This certification is recognized by the National Arborist Association and meets all Federal Cal-OSHA regulations.
12. UPS shall provide a Mobil radio "Direct Connect" / cell phone to the County representative in order to communicate with all UPS crews and the UPS main office. This radio will be provided for the duration of this

project to immediately give the County representative the ability to give orders, receive instructions from headquarters and handle any complaints and other communication from Public Works.

13. Irrigation repair will be done within 24 hours of notification and any emergency irrigation repair will be done within two hours of occurrence.
14. No hook, gaffs, spurs or climbers will be used by anyone employed by UPS for tree trimming without the express written approval by the County of Los Angeles. Plants or other material growing on the trees shall be removed at ground level at time of tree trimming.
15. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
16. When trimming fungus, diseased or fire bright-infested tree limbs, bushes, or fronds, all pruning tools shall be cleaned after each cut with an approved disinfectant.

D. Seeded Grass/Wildflower/Slope area

1. UPS crews will cut seeded grass/wildflower/slope areas in an artisan-like manner without scalping or allowing excessive cuttings to remain.
2. Cutting shall be done once a year starting on May 1 with completion no later than June 31 or as instructed by the county representative.
3. Height of cut of the vegetation shall be not less than three inches, nor more than four inches.
4. All cut flowering weed growth with or without seed heads shall be collected and removed from the site at the end of the cutting operation by UPS.
5. UPS shall leave the grass/wildflower cuttings, although some of them may be removed along with the weed cuttings to facilitate the removal of the weed cuttings.

6. UPS shall cut the grass/wildflower next to trees and shrubs manually or with approved mechanical devices. UPS will only use equipment that is approved by the **County of Los Angeles** authorized representative.

E. Shrubbery Trimming and Care:

1. UPS shall remove all dead, weak, diseased, insect infested, and damaged branches and limbs.
2. UPS shall prevent encroachment on adjacent property and into required proper vertical clearances, which are seven feet for pedestrian areas 14 feet for vehicular roadways.
3. UPS shall prevent encroachment of horse trails by shrubbery and/or tree and ground cover. UPS shall maintain the horse trails and routinely remove weeds and debris.
4. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start. No stubs will be permitted.
5. All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
6. UPS shall remove and dispose of all trees which are downed by either natural or unnatural causes. UPS shall dig out stumps or unnatural causes. UPS shall dig out stumps or grind them to 12 inches below grade, remove the wood chips, and back fill the hole to grade with soil.
7. UPS shall trim shrubbery only to restrict growth of shrubbery onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery located between the channel access gates and cross streets shall be kept trimmed to a maximum height of four feet. The shrubs at the access gates shall be trimmed a minimum of once a year during the month of March and as needed during the rest of the year to ensure they do not grow taller than four feet.
8. UPS shall trim trees and shrubbery as directed in County of Los Angeles RFP proposal.

F. Tree Staking and Tying Requirements:

1. Replace missing or damaged stakes where the tree diameter is less than three inches.
2. Install stakes in those cases where the tree has been damaged and requires staking for support.
3. Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than three inches. Removal of tree stakes may be requested by the County of Los Angeles representative for trees with a diameter less than three inches.
4. UPS shall stake and tie trees and shrubbery as directed in the County of Los Angeles RFP proposal.

G. Trim and Care of Ground Cover:

1. UPS shall remove all dead or diseased branches as they develop in the ground cover areas of the project.
2. UPS shall keep all ground covers adjacent to roadways away from the paved surfaces.
3. Ground cover will be trimmed back by UPS crews in such a manner that the edges look natural, not sheared off.
4. Pruning of ground cover shall be done twice a year during the months of March and September or as directed by the **County of Los Angeles** representative.

H. Weed Control:

1. Landscaped areas.
 - a. UPS shall remove all weeds before they reach four inches tall. All perennial weeds, morning glory, vine-type weeds, ragweed or other underground spreading weeds shall be kept under strict control.
 - b. Weeds may be removed by hand or by cultivation where appropriate. UPS will use pre-emergent weed control where necessary.

2. Seeded Grass and Wild Flower Areas.
 - a. UPS shall manually remove or cut all weeds within the grass/wild flower areas, as-needed, throughout the year to remove their tops before the weeds go to seed.
 - b. UPS will not use any type of chemicals in the seeded grass and wild flower areas without the prior approval of the **County of Los Angeles** authorized representative.
3. Stone and Gravel Areas.
 - a. UPS shall remove all weeds over six inches tall or groups of weeds spreading 12 inches or more which are growing in the landscape stone areas, decomposed gravel areas and gravel areas
 - b. UPS shall remove the weeds either by hand, weed whipping, or by using chemical weed control.

I. Litter Control.

1. UPS shall remove paper, glass, trash, undesirable materials, and other accumulated debris within the landscape areas, including, but not limited to planted areas, rock areas, gravel areas, adjoining access roads and driveways, drains, and bicycle rest stops.
2. Trash containers at the bicycle rest stops shall be emptied once every two weeks by UPS or as directed by the **County of Los Angeles** representative.
3. Litter control shall be done on a routine basis and shall be monitored weekly. UPS shall perform litter control as directed by the County RFP.

J. Watering and Irrigation System Management:

1. UPS shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants.
2. Watering and Irrigation System Management shall be govern as directed

by the **County of Los Angeles RFP**. UPS shall adhere to these instructions or as directed by county staff.

3. UPS shall be responsible for the inspection and maintenance of the entire irrigation system and for the specific repairs/replacements as noted in RFP section, Scope of Work. The County of Los Angeles will be responsible for the repair or replacement of broken/worn-out components of the irrigation system: automatic controllers, back flow devices, gate valves, flow sensors, pressure regulators, strainers, filters, quick couplers, etc. or any vandalism that destroyed or damaged them.
4. The County of Los Angeles will also be responsible for the inspection/certification of the mainline back flow devices located at each water service meter.
5. Irrigation system shall be under the supervision and management of UPS as directed by the guidelines in the RFP titled Work Description under irrigation systems.
6. In addition to other duties as called out in RFP under guidelines as outlined in section titled Irrigation systems, UPS shall respond to request received from the county representative pertaining to waterline breaks, etc. requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours).
7. UPS shall repair or replace damaged bubbler heads and risers as necessary.
8. UPS shall clean or replace clogged bubbler heads and risers as necessary.
9. UPS shall clean or replace clogged or damaged drip line emitters.
10. UPS shall repair/replace immediately all broken drip lines or emitters which are causing a loss of water creating pounding or erosion.
11. UPS shall maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected by UPS crews and cleaned every two months. The location of

any filter found to be worn out during this inspection shall be reported to the **County of Los Angeles** representative within one week of the discovery and also included on the required monthly maintenance report.

12. UPS crews shall inspect and clean mainline filters, strainers, basket filters, and filters at the back flow devices twice a year.
13. UPS shall report to the county representative any filter found to be worn out during this inspection within one week of the discovery and also included on the required monthly maintenance report.
14. UPS shall report any missing valve box covers to the county representative by the end of the day and also include the information on the required monthly maintenance report.

K. Rodent Control:

1. UPS shall make an effort to maintain all areas under the proposal free of rodents, including, but not limited to gophers and ground squirrels.
2. The rodenticide product to be used shall be recommended by a licensed pesticide advisor to be approved by the **County of Los Angeles** authorized representative.

L. Trash Removal Services

1. The UPS on-site supervisor shall have a thorough knowledge of the needs of the Public Works' Zero-Tolerance Plan for the Flood Control District's facilities and these specifications, terms, conditions, and requirements.
2. UPS shall log all trash removal request. Response shall be in the following priority:
 - a. Request from the Supervisorial District Staff.
 - b. Requests from the Area's Project Manager.
3. UPS shall maintain a zero-tolerance policy for the work location.
4. UPS shall respond to the Area's Project Manager's Priority Assignments within 24 hours (seven days per week).

5. Remove trash from the work location as necessary within 48 hours of its deposit, Monday through Friday.
6. Patrol the work location as necessary to maintain trash-free channels.
7. UPS shall provide Public Works with trash-free channel reports no later than the fifth day of each month with the monthly invoice. The monthly report shall include the following:
 - a. Number of crews utilized
 - b. Hours worked on the project
 - c. Request and constituent complaints.
 - e. Amount of trash removed
8. UPS shall remove all debris produced from the trash removal services each day. No trash or debris is to be stockpiled within the Department's right-of-way. UPS shall dispose of all material removed at an approved landfill. UPS shall submit all waste disposal receipts obtained from the landfill on a monthly basis to the Project Manager.
11. UPS shall not allow any debris from its operations under this contract to be deposited into any drain vaults, catch basins, street gutters, or storm drain systems in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.
12. UPS crews will be prohibited from entering the channel bottoms when rapidly flowing water is present.

M. Hazardous Waste

1. UPS shall not remove any hazardous waste.
2. UPS shall immediately notify the Project Manager of any hazardous material encountered while working within the County of Los Angeles Right-of-ways.

N. Right-of-Way

1. UPS shall conduct all of its activities and operations within the confines of the channel and Channel Rights-of-Ways.

2. UPS shall not allow any of its employees to use private property for eating, coffee breaks, or any other reason, or use water, or electricity from such property without written permission from the owner.
3. If in the event UPS elects to encroach upon other lands, UPS shall first obtain written permission from the owner and provide evidence of such permission in writing to the Project Manager prior to entering upon such lands.
4. UPS shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

O. Execution of Work

1. UPS shall diligently execute the work to completion on all of the Area channels.
2. Manpower allocated to the project is based on the condition of each channel. UPS shall provide crews necessary to perform the project to the satisfaction of the County Representative. This includes allocating sufficient manpower to immediately bring the channels to standards as described in the RFP and to continue to maintain the channels under the County of Los Angeles specifications and direction.
3. UPS shall comply with any suspension when determined by the Project Manager that the suspension is necessary and in the best interest of the county. UPS shall comply immediately with any written order of the Project Manager suspending work.

P. Air Quality

1. UPS shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Q. Toilet Facilities

1. UPS shall provide and maintain portable enclosed toilets.

2. All toilet accommodations shall be maintained in a neat and sanitary condition.

R. Safety Requirements.

1. UPS will observe all applicable Cal/OSHA and Public Works safety requirements while at Public Works' job sites.
2. UPS employees shall be required to wear safety equipment such as glasses, gloves, head gear, skin creams, respirators, etc.
3. UPS crews / employees shall be uniformed with safety orange shirts or safety orange reflective vests with dark blue pants while working on Flood Maintenance property or while working along streets or right-of-ways.. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.
3. UPS crews / employees shall be prohibited from any type of horseplay, shoving, pushing, etc.. This type of behavior will not be tolerated by UPS. All UPS crews / employees must conduct themselves in such a way that creates a good public image. All contact with the public and Public Works employees shall be made in a courteous and businesslike manner.

S. Best Management Practices (BMP)

1. UPS shall implement the following BMP's for the prevention of storm water pollution in conjunction with all its activities and operations while working for the County of Los Angeles.
2. Waste Management
 - a. Solid Waste Management
 - b. Hazardous Waste Management
 - c. Sanitary / Septic Waste Management
3. Vehicle and Equipment Management
 - a. Vehicle and Equipment Cleaning
 - b. Vehicle and Equipment Fueling
 - c. Vehicle and Equipment Maintenance

4. Training
 - a. Employee / Subcontractor Training

T. Project Safety Official

1. UPS shall designate in writing a Project Safety Official who shall be thoroughly familiar with the UPS Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP).
2. UPS shall make available at all times its Project Safety Official to abate any potential safety hazards and shall have the authority to shut down an operation, if necessary.

U. Monthly Maintenance Reports:

1. UPS shall submit a proposed maintenance schedule prior to the start of the contract.
2. UPS shall maintain and keep current a monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions performed by UPS crews.
3. This report form shall be provided by the county representative. The maintenance report shall be submitted by UPS to the **County of Los Angeles** representative biweekly and upon request, within three working days.

V. Hours of work in County:

1. UPS will observe all holidays recognized by the county and the county shall provide inspection for a 40 hour workshift (7:00 a.m. to 4:00 p.m. or as directed by the county) Monday through Friday, except on County observed holidays. No maintenance function that generate excessive noise which would cause annoyance or interference to the public in the area shall be commenced before 7:00 a.m. UPS shall reimburse the **County of Los Angeles** at rates established by the county for inspection in excess of the foregoing, including legal holidays. This shall be a deduction from final payment.

2. Night, Saturday, Sunday, and Holiday Work: No work shall be performed at night, on Saturdays, Sundays, or on the eleven legal holidays, to wit: New Years Day, President's Day, Dr. Martin Luther King Day, Memorial day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, and Christmas. This does not apply to emergency work or as directed by county representative. UPS will schedule operations in accordance with the County's business hours and representative. **NO WORK SHALL BE PERFORMED WITHOUT THE PERMISSION OF THE PUBLIC WORKS DIRECTOR OR HIS/HER REPRESENTATIVE FOR THE COUNTY OF LOS ANGELES.**
3. Before performing any work at said times, UPS shall give notice to the **County of Los Angeles** so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed. "Night," as used in this paragraph, shall be deemed to include the hours from 6:00 p.m. to 7:00 a.m. of the next succeeding day.
4. No maintenance function that generates excessive noise which would cause annoyance to residents and/or public of the area shall be commenced before 7:00 a.m. A noise level limit of 86 dbA at a distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not.

W. Equipment on job site:

1. All aerial / tree equipment and landscape equipment will be certified. Said test and / or examination will be met with the requirements of the State of California. Division of Occupational Safety and Health, G.I.S.O. Title 8, G.I.S.O. Title 8, Article 24-3636 through 3648 and all referenced applicable A.N.S.I. standards contained therein.
2. UPS employees are enrolled in the Department of Motor Vehicles Employee Pull Notice Program.

3. Equipment is inspected daily with full maintenance every 8 weeks.

X. Labor:

1. Pay scale is based on the Prevailing Wage Rates as required in the State of California under Section 1771.
2. UPS employs a well balanced ethnic crew (75% minority) and firmly believes in equal employment opportunities for all employees.
3. UPS shall pay a minimum of \$9.46 per hour under the County of Los Angeles Living Wage Program.
4. UPS shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her in connection with the County of Los Angeles project.

Y. Disposal of Materials:

1. All tree branches, leaves / green waste etc. produced as a result of UPS's operations will be reduced reused, recycled, and/or transformed.
2. Weight slips or load slips for all material removed from the **County of Los Angeles** will be submitted to the county once a month with invoice.

Z. Compliance with Laws and Regulations:

1. UPS shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

AA. Drug Free Workplace:

1. UPS will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.

2. UPS has established a Drug-Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
3. UPS's existing policy of maintaining a drug-free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace, taking appropriate action against such an employee, up to and including termination.

BB. Public Safety / Traffic Control:

1. UPS shall furnish, erect and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal, and County "Public Safety" of the Standard Specifications. Should the **County of Los Angeles** point out the inadequacy of warning devices or should the County approve the location of warning devices, such action shall not relieve UPS of responsibility for public safety, nor abrogate his obligation to furnish and pay for these devices.
2. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook) and to the specifications of the County of Los Angeles.
3. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
4. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.
5. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at

other times when landscape maintenance operations are suspended for any reason, UPS shall remove all equipment and other obstructions from that portion of the roadway / right-of-way and open for use by public traffic.

6. Spillage resulting from hauling operations along or across any public traveled roadway shall be removed promptly.
7. Whenever UPS's operations require one-way traffic or create a condition hazardous to the public traffic (pedestrians or bike traffic) UPS shall provide and station competent flagmen whose sole duties shall consist of directing the movement of traffic through or around the work. UPS shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various items bid.

CC. Complaint Log:

1. UPS will keep a manual complaint log with the locations and names of any and all complaints that could occur in the performance of this contract.
3. The complaint log will have the address, name, time, date, type of complaint, action taken, remarks and any other information required to properly document the complaint

DD. County of Los Angeles, Special Provisions:

1. All work performed by UPS crews shall be governed by the work descriptions as stated in the County RFP, Titled:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE
MAINTENANCE - SOUTH AREA

EE. Monthly Accounting:

1. UPS shall submit to the County of Los Angeles "Authorization Estimates" of any additional work that is to be charged at an hourly rate that is not part of the regular monthly maintenance. This additional charge will be added to a running total along with the monthly maintenance running total charge for each month of the contract. This will enable UPS and County staff to better monitor the monthly and annual cost. Under no * circumstances will UPS exceed the "Base" amount of the contract without the express written authorization from the County of Los Angeles authorized representative.
2. Prior to performing any additional work, UPS shall have a signed copy of any and all extra work by the County of Los Angeles authorized representative. This authorization sheet will also be dated and explain in detail the cost to be incurred including any irrigation parts to be used.
3. UPS will not charge the County of Los Angeles for any work performed beyond the BASE AMOUNT of the contract, unless the work was authorized in writing by the **County of Los Angeles**.

FF. Certified Arborists / Certified Pesticide Advisor

1. UPS will provide a Certified Arborist to assist the county on any and all matters concerning landscape maintenance issues including planting, irrigation repair, slope maintenance, tree and bush maintenance and ground cover maintenance.
2. UPS will provide a Certified Pesticide Advisor / Agricultural Pest Control Adviser to assist and advise the county on any and all matters concerning the use and application of herbicides and pesticides in the performance of this contract.

GG. Emergency phone, home and cell numbers:

United Pacific Services	Office	(562) 691-4600
	Fax	(562) 691-0512
	Office	(909) 629-5857
	Fax	(909) 629-8879
Gus Franklin, <i>President</i>	Home	(562) 691-0451
	Cell	(562) 254-0749
Eric Franklin, <i>Vice President</i>	Home	(714) 637-7125
	Cell	(562) 254-0748
Jack Mooring, <i>General Manager</i>	Home	(714) 525-8821
	Cell	(562) 254-1196
Tony Gomez, <i>Supervisor I</i>	Home	(323) 566-2127
	Cell	(562) 254-1903
Marian Toma, <i>Manager</i>	Home	(714) 491-0913
	Cell	(562) 244-5714
Jose Noriega, <i>Foreman I</i>	Home	(562) 691-4600
	Cell	(562) 244-0310
Johnny Atkins	Home	(562) 939-0027
	Cell	(562) 254-3160

HH. Work Sheets (County of Los Angeles Project)

1. Page 23, following pages - sample tracking sheets

NOTICE OF REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE - SOUTH AREA

**UNITED PACIFIC SERVICES, INC.
MONTHLY - ANNUAL SCHEDULE**

Item	TYPE OF SERVICE	WEEK 1	WEEK 2	WEEK 3	WEEK 4	LOCATION / DESCRIPTION	NOTES
	Litter Control	no	no	no	no	Bicycle Rest Stops	
	Litter Control	no	no	no	no	Bicycle Trail East Side of L.A. River	
	Litter Control	no	no	no	no	Bicycle Trail West Side of Rio Honda Channel	
	Litter Control	no	no	no	no	Bicycle Trail of the East Side of Rio Honda Channel	
	Litter Control	no	no	no	no	Within 200' of the access gates at each crossing of the L.A. River	
	Litter Control	no	no	no	no	Within 200' of the access gates of each crossing of the Campton Creek	
	Litter Control	no	no	no	no	Within 200' of the access gates of each crossing of the Rio Honda Channel	
	Litter Control	no	no	no	no	East side of the Rio Honda Channel from Figueroa Blvd. to Santa Ana Fwy.	
	Litter Control	no	no	no	no	From Whittier Blvd. to Whittier Narrows Dam	
	Litter Control	no	no	no	no	East side of Rio Honda Channel from the Santa Ana Fwy. to Whittier Blvd.	
	Litter Control	no	no	no	no	In all areas not mentioned in items #1 through #10	
	Litter Control	no	no	no	no	Along the Centredale Creek Channel	
	Litter Control	no	no	no	no	Along the Baltona Creek Channel	
	Litter Control	no	no	no	no	Along the Dominguez Earth Day Area	
	Litter Control	no	no	no	no	Along the Dominguez Earth Day Area	
	Litter Control	no	no	no	no	Reschedule circuits (systems) twice per year	
	Litter Control	no	no	no	no	Check soil moisture all areas of the project during the year	
	Litter Control	no	no	no	no	Manual operation of system, if necessary, will be done by assigned crews on an as-needed basis	
	Litter Control	no	no	no	no	Shall cycle controllers through each station manually and automatically once a month	
	Litter Control	no	no	no	no	All landscape / irrigation areas of the contract	
	Litter Control	no	no	no	no	All control valves along the river / channel	
	Litter Control	no	no	no	no	Inspect / clean maintain filters, wye strainers, basket filters and filters at backflow twice a year all areas of the contract	
	Litter Control	no	no	no	no	Bubbler heads in vine pockets next to parapet walls inspected monthly to verify each vine is being watered.	
	Litter Control	no	no	no	no	All areas shall be maintained free of rodents, but not limited to gophers, and ground squirrels	
	Litter Control	no	no	no	no	Monthly maintenance report shall record all periodic, seasonal, additional work, and maintenance functions performed	
	Litter Control	no	no	no	no	Dump tickets to be submitted with each invoice. Material earmarked shall be delivered to an approved dump site	
	Litter Control	no	no	no	no	Landscape waste materials diverted from landfills to cogeneration facilities shall be registered on a monthly log	
	Litter Control	no	no	no	no	Shall seek "recycling" alternatives to cogeneration or daily landfill cover such as feedstock, composting, mulching, etc	
	Litter Control	no	no	no	no	Personnel shall observe all applicable State or California (CALOSHA) and Public Works safety requirements	
	Litter Control	no	no	no	no	Shall be cut in an arbutus-like manner without scalping or allowing excessive cuttings to remain to height of 3' to 4'	
	Litter Control	no	no	no	no	Same as first cutting and in addition cuttings of flowering weed growth with or without seed heads shall be removed	
	Litter Control	no	no	no	no	Trim trees during the year, remove any dead, weak, diseased, insect-infested, damaged branches / limbs. Replaces stakes damage	
	Litter Control	no	no	no	no	Prevent encroachment on adjacent property, maintain proper vertical clearance of 7' for pedestrian areas / 13' for vehicular walkways	
	Litter Control	no	no	no	no	Keep ground cover adjacent to roadways away from paved surfaces for natural appearance. Remove runners from edge of fencing	
	Litter Control	no	no	no	no	Remove dead / diseased vines as they develop. Trim channel side to no more than 2 feet below top of wall, once a year in Sept.	
	Litter Control	no	no	no	no	Remove weeds within the grass/wildflower areas, as needed throughout the year to remove tops before the weeds go to seed	
	Litter Control	no	no	no	no	Spray approved herbicide to control the growth of weeds by chemical weed control throughout the year. Remove as-needed	
	Litter Control	no	no	no	no	Spray herbicide weed killer to control the growth of weeds by chemical weed control throughout the year. Remove as-needed	
	Litter Control	no	no	no	no	Maintain landscape area every two weeks for litter control, weed abatement and irrigation system check and repair.	
	Litter Control	no	no	no	no	Maintain landscape area every two weeks for litter control, weed abatement and irrigation system check and repair.	
	Litter Control	no	no	no	no	Maintain / check condition of plants, shrubs and trees throughout the year. Report dead plants to Project Manager for replacement	

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Financial Statements

**Of
United Pacific Services, Inc.
For the Period Ended December 31, 2004
(In-house)**

02/25/05

Accrual Basis

United Pacific Services, Inc.
Profit & Loss
 January 1, 2004 through December 31, 2004

	Jan - Dec 04
Ordinary Income/Expense	
Income	
Sales	3,191,530.55
Total Income	3,191,530.55
Expense	
Advertising	588.42
Automobile Expense	168,537.59
Bad Debts	108.00
Bank Service Charges	810.00
Bid Deposit	2,351.00
Bond Expense	16,266.00
Consultants	2,000.00
Contributions	2,845.00
Delivery & Freight	1,058.13
Depreciation Expense	189,000.00
Discount Expense	637.55
Disposal Charges	82,143.69
Dues and Subscriptions	4,815.73
Equipment Lease	27,233.86
Equipment Rental	44,020.58
Interest Expense	120,276.76
Insurance	162,654.13
Internet Costs	2,684.33
Janitor	2,300.00
Job Materials	144,590.49
Licenses and Permits	7,342.26
Office Supplies	33,474.03
Outside Services	39,977.02
Parts and Supplies	65,043.00
Postage and Delivery	3,327.30
Printing and Reproduction	345.18
Professional Fees	45,316.50
Promotion	11,735.34
Rent	47,983.48
Repairs	131,732.14
Salaries and Wages	1,244,590.36
Security	18,372.40
Subcontractors	5,160.00
Supplies	250.00
Taxes	126,591.29
Telephone	51,149.80
Tools and Machinery	93,346.59
Travel & Ent	47,995.33
Uniform Service	17,393.48
Utilities	5,591.36
Total Expense	2,971,638.12
Net Ordinary Income	219,892.43
Net Income	<u>219,892.43</u>

02/28/05

Accrual Basis

United Pacific Services, Inc.

Balance Sheet

As of December 31, 2004

ASSETS**Current Assets****Checking/Savings**

Cash in Bank 21,414.94

Total Checking/Savings 21,414.94**Accounts Receivable**

Accounts Receivable 717,070.84

Total Accounts Receivable 717,070.84**Other Current Assets**

Cash Clearing 7,679.63

Complete Payroll Payment -4.42

Prepaid Expenses -0.50

Employee Advances 177,768.37

Notes Receivable 7,681.00

Total Other Current Assets 193,124.08**Total Current Assets** 931,609.86**Fixed Assets**

Buildings 65,524.90

Computer Equipment 7,157.90

Furniture & Fixtures 4,695.70

Machinery & Equipment 540,988.89

Trucks & Autos 1,081,296.59

Total Accumulated Depreciation -595,391.25

Total Fixed Assets 1,104,272.73**Other Assets**

Organization Expense 2,000.00

Total Amortization -1,967.00

Total Other Assets 33.00**TOTAL ASSETS** 2,035,915.59**LIABILITIES & EQUITY****Liabilities****Current Liabilities****Accounts Payable**

Accounts Payable - Other 122,643.05

Total Accounts Payable 122,643.05**Credit Cards****Credit Cards Payable**

American Express - Gold 35,233.74

Total Credit Cards 35,233.74**Other Current Liabilities**

Credit Line - Wells Fargo Credit Line 198,482.43

Franchise Tax Board Payable -6,233.25

Payroll Liabilities -6,292.44

Current Portion of LTD 233,076.32

02/28/05

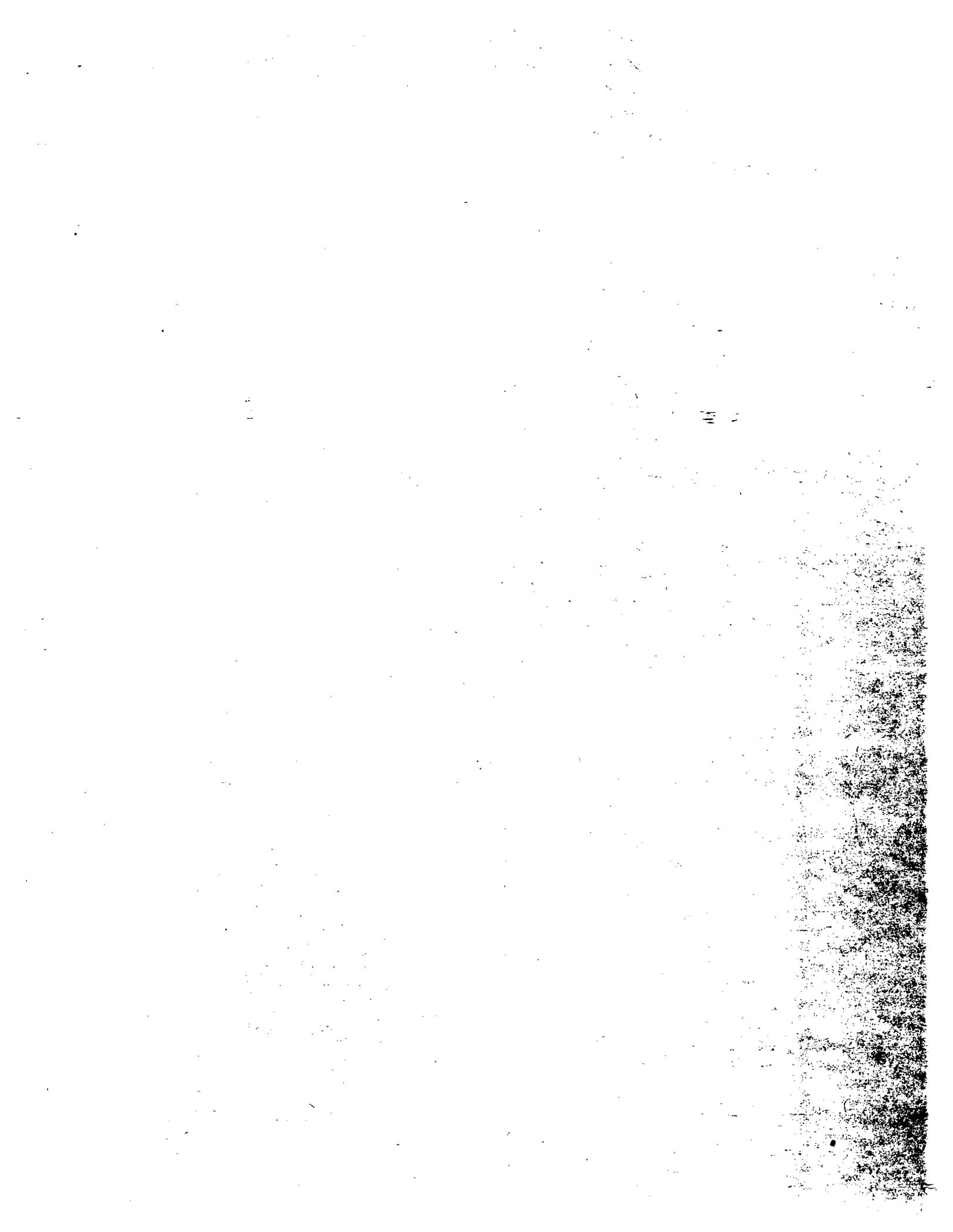
Accrual Basis

United Pacific Services, Inc.

Balance Sheet

As of December 31, 2004

Total Other Current Liabilities	419,033.06
Total Current Liabilities	576,909.85
Long Term Liabilities	
Loans from Corporate Officers	74,724.64
Notes Payable	526,302.30
Total Long Term Liabilities	601,026.94
Total Liabilities	1,177,936.79
Equity	
Common Stock	10,000.00
Additional Paid in Capital	289,200.00
Retained Earnings	338,886.37
Net Income	219,892.43
Total Equity	857,978.80
TOTAL LIABILITIES & EQUITY	<u>2,035,915.59</u>



Financial Statements

**of
United Pacific Services, Inc.
For the Period Ended December 31, 2003**

Sherry A. Moffett, C.P.A.
770 S. Brea Blvd., Suite 101
Brea, CA 92821
(714) 256-4630

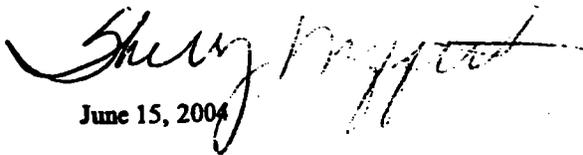
To the Board of Directors

United Pacific Services, Inc.
120 E. La Habra Blvd., Ste 107
La Habra, CA 90631

I have reviewed the accompanying balance sheet of United Pacific Services, Inc. as of December 31, 2003, and the related statements of operations and cash flows for the 12 Months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of United Pacific Services, Inc..

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with auditing standards generally accepted in the United States of America, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.


June 15, 2004

United Pacific Services, Inc.
BALANCE SHEET
December 31, 2003

ASSETS

CURRENT ASSETS

Cash In Bank	\$ 15,845.82
Accounts Receivable	486,170.30
Employee Advances	<u>165,431.74</u>

Total Current Assets 667,447.86

PROPERTY AND EQUIPMENT

Buildings	65,524.90
Computer Equipment	3,806.32
Furniture & Fixtures	4,695.70
Machinery & Equipment	356,757.00
Autos & Trucks	844,620.65
Total Accumulated Depreciation	<u>-406,391.25</u>

Total Property and Equipment 869,013.32

OTHER ASSETS

Organization Expense	2,000.00
Total Amortization	<u>-1,967.00</u>

Total Other Assets 33.00

TOTAL ASSETS \$ 1,536,494.18

See Accompanying Notes and Accountant's Report

United Pacific Services, Inc.
BALANCE SHEET
December 31, 2003

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts Payable	\$ 153,586.73
Credit Line	30,179.75
Payroll Liabilities	3,222.47
Current Portion of LTD	<u>124,224.66</u>
Total Current Liabilities	311,213.61

LONG-TERM LIABILITIES

Loans from Corporate Officers	124,943.54
Notes Payable	<u>462,250.66</u>
Total Long-Term Liabilities	<u>587,194.20</u>

Total Liabilities 898,407.81

STOCKHOLDERS' EQUITY

Common Stock	10,000.00
Additional Paid In Capital	289,200.00
Retained Earnings	193,642.99
Net Income (Loss)	<u>145,243.38</u>

Total Stockholders' Equity 638,086.37

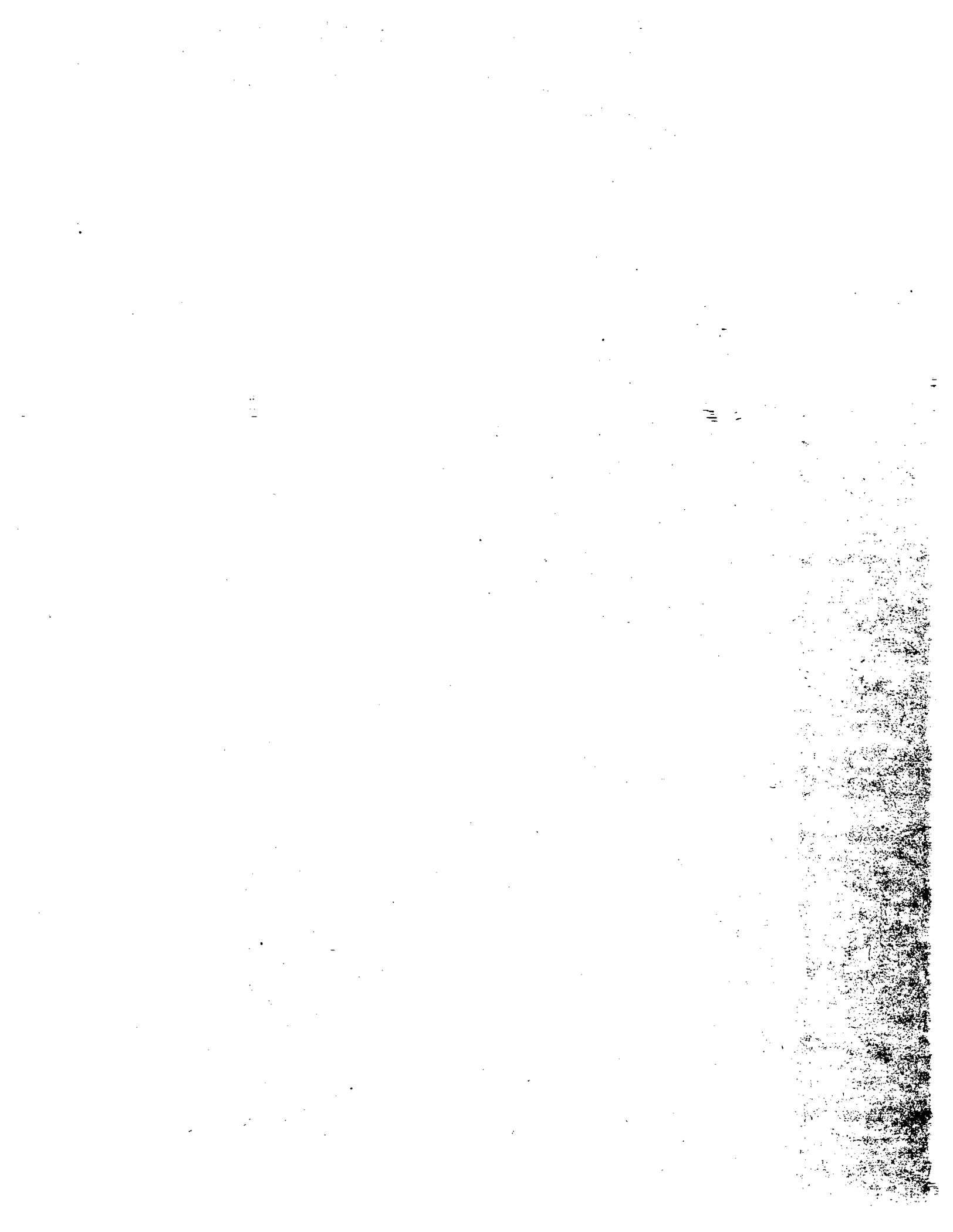
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY \$ **1,536,494.18**

See Accompanying Notes and Accountant's Report

United Pacific Services, Inc.
INCOME STATEMENT
12 Months Ended December 31, 2003

Revenue	
Sales	<u>\$ 2,131,764.78</u>
Total Revenue	2,131,764.78
Operating Expenses	
Advertising	427.55
Amortization Expense	400.00
Automobile Expense	118,071.06
Bad Debts	56,600.00
Bank Service Charges	837.33
Bid Deposit	2,080.94
Bond Expense	4,571.25
Consultants	37,337.50
Contributions	250.00
Depreciation Expense	139,822.00
Discount Expense	113.55
Disposal Charges	45,482.23
Dues and Subscriptions	4,827.57
Equipment Lease	42,233.75
Equipment Rental	3,450.86
Interest Expense	56,579.20
Insurance	154,483.66
Internet Costs	1,604.53
Janitor	317.69
Job Materials	66,918.69
Licenses and Permits	1,820.17
Office Supplies	38,876.83
Outside Services	35,731.42
Parts and Supplies	26,800.61
Postage and Delivery	1,972.81
Printing and Reproduction	135.60
Professional Fees	9,052.89
Promotion	711.38
Rent	40,057.40
Repairs	49,039.72
Salaries and Wages	632,437.04
Security	2,709.73
Subcontractors	182,229.46
Supplies	-131.15
Taxes	69,475.07
Telephone	31,639.01
Tools and Machinery	23,686.85
Travel & Ent	89,632.57
Uniform Service	13,602.42
Utilities	632.21
	<hr/>
Total Operating Expenses	1,986,521.40
	<hr/>
Operating Income (Loss)	145,243.38
	<hr/>
Net Income (Loss)	<u>\$ 145,243.38</u>

See Accompanying Notes and Accountant's Report



United Pacific Services, Inc.

Financial Statements

As Of

December 31, 2002

SHERRY A. MOFFETT
Certified Public Accountant
P.O. Box 8669
Brea, CA 92822-5669
(714) 256-4630 (714) 256-4636 Fax

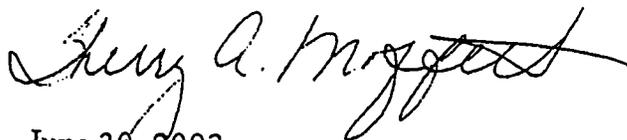
To The Board of Directors
United Pacific Services, Inc.
1740 N. Hills Drive
La Habra, CA 90631

I have reviewed the accompanying balance sheet of United Pacific Services, Inc. (an S corporation) as of December 31, 2002 and the related statements of income and retained earnings for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the owners of United Pacific Services, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Based on my review, with the exception of the matter described in the following paragraph, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

A statement of cash flows for the year ended December 31, 2002 has not been presented. Generally accepted accounting principles require that such a statement be presented when financial statements purport to present financial position and results of operations.



June 30, 2003

UNITED PACIFIC SERVICES, INC.
BALANCE SHEET
DECEMBER 31, 2002

ASSETS

Current Assets		
CASH IN BANKS	\$	95,770.82
ACCOUNTS RECEIVABLE		267,598.64
EMPLOYEE ADVANCES		79,797.64
Total Current Assets		<u>443,167.</u>
Property and Equipment		
AUTOS & TRUCKS		555,017.83
BUILDING		65,524.90
COMPUTER EQUIPMENT		3,806.32
FURNITURE & FIXTURES		4,695.70
MACHINERY & EQUIPMENT		209,059.54
ACCUMULATED DEPRECIATION		(266,569.25)
Total Property and Equipment		<u>571,535.</u>
Other Assets		
NOTES RECEIVABLE		56,000.00
ORGANIZATION EXPENSE		2,000.00
AMORTIZATION		(1,567.00)
Total Other Assets		<u>56,433.00</u>
TOTAL ASSETS		<u><u>\$ 1,071,135.10</u></u>

SEE ACCOMPANYING NOTES AND ACCOUNTANT'S REPORT

UNITED PACIFIC SERVICES, INC.
BALANCE SHEET
DECEMBER 31, 2002

LIABILITIES AND CAPITAL

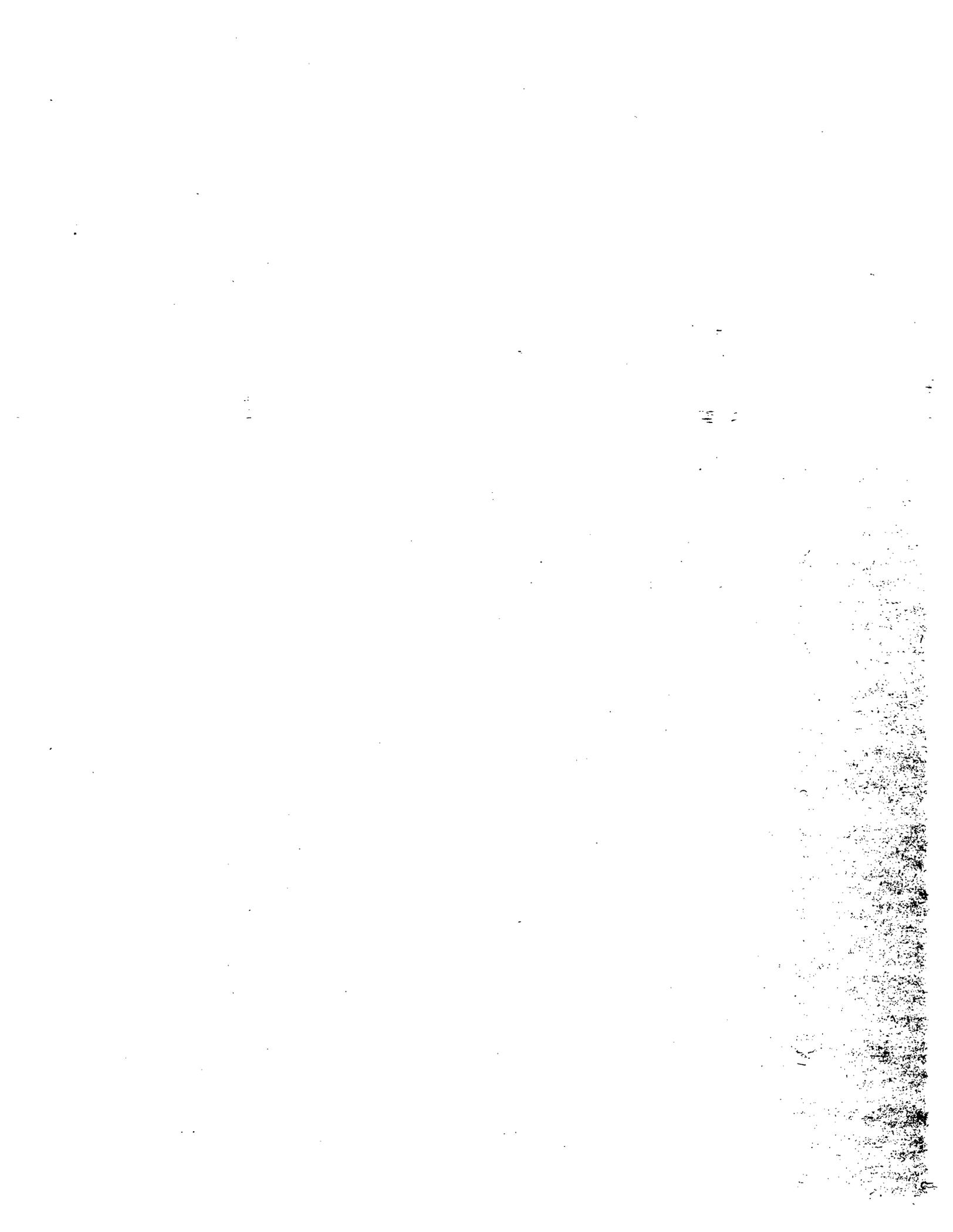
Current Liabilities		
ACCOUNTS PAYABLE	\$	72,151.03
CREDIT LINE		16,669.14
CONTRACTS PAYABLE		62,591.59
Total Current Liabilities		\$ 151,411.
Long Term Liabilities		
LOANS FROM OFFICERS		222,814.00
CONTRACTS PAYABLE		204,066.39
Total Long Term Liabilities		426,880.
Total Liabilities		578,292.
Capital		
COMMON STOCK		10,000.00
ADDITIONAL PAID-IN-CAPITAL		289,200.00
CURRENT EARNINGS - GUS FRANKLIN		172,778.95
ACCUM. ADJ. - GUS FRANKLIN		(75,957.46)
CURRENT EARNINGS - SUSAN FRANKLIN		172,778.95
ACCUM. ADJ. - SUSAN FRANKLIN		(75,957.45)
Total Capital		492,842.9
TOTAL LIABILITIES AND CAPITAL		\$ 1,071,135.1

SEE ACCOMPANYING NOTES AND ACCOUNTANT'S REPORT

UNITED PACIFIC SERVICES, INC.
STATEMENT OF INCOME
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2002

	Amount	Percent
Revenue		
SALES	\$ 1,890,662.69	100.0
Total Revenue	<u>1,890,662.69</u>	<u>100.0</u>
Expenses		
ADVERTISING	3,081.87	0.2
AMORTIZATION	400.00	0.0
AUTOMOBILE & TRUCKS	86,546.65	4.6
BANK CHARGES	701.24	0.0
BID DEPOSIT	299.95	0.0
CONSULTANTS	14,245.00	0.8
DEPRECIATION	129,698.00	6.9
DISCOUNT EXPENSE	1,313.67	0.1
DISPOSAL CHARGES	116,039.83	6.1
DUES & SUBSCRIPTIONS	4,963.42	0.3
EQUIPMENT LEASE	21,577.82	1.1
EQUIPMENT RENTAL	18,401.73	1.0
INTEREST EXPENSE	69,076.41	3.7
INSURANCE	111,289.72	5.9
JANITOR	391.79	0.0
JOB MATERIALS	21,578.65	1.1
LICENSES & PERMITS	1,489.46	0.1
OFFICE EXPENSE	13,854.60	0.7
OUTSIDE SERVICES	170,756.73	9.0
PARTS & SUPPLIES	23,134.50	1.2
POSTAGE	1,654.78	0.1
PRINTING & REPRODUCTION	207.62	0.0
PROFESSIONAL FEES	10,300.88	0.5
PROMOTION	6,637.59	0.4
RENT	33,268.80	1.8
REPAIRS	93,509.32	4.9
SALARIES & WAGES	469,555.01	24.8
SMALL TOOLS	37,665.49	2.0
SUPPLIES	131.15	0.0
TAXES - PAYROLL	44,095.81	2.3
TELEPHONE	22,834.66	1.2
TRAVEL	12,038.96	0.6
UNIFORMS	3,563.68	0.2
TAX PROVISION	800.00	0.0
Total Expenses	<u>1,545,104.79</u>	<u>81.7</u>
Net Income	<u>\$ 345,557.90</u>	<u>18.3</u>

SEE ACCOMPANYING NOTES AND ACCOUNTANT'S REPORT



United Pacific Services, Inc.

Financial Statements

As Of

December 31, 2001

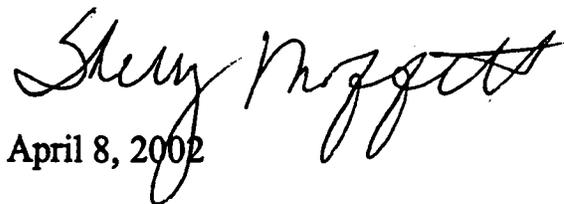
SHERRY A. MOFFETT
Certified Public Accountant
8201 4th Street, Unit B
Downey, California 90241-1486
(562) 862-1938 FAX (562) 923-7892

To The Board of Directors
United Pacific Services, Inc.
1740 N. Hills Drive
La Habra, CA 90631

I have compiled the accompanying balance sheet of United Pacific Services, Inc. (an S corporation) as of December 31, 2001 and the related statement of income and retained earnings for the twelve months ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by generally accepted accounting principles. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operation, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.


April 8, 2002

UNITED PACIFIC SERVICES, INC.
STATEMENT OF INCOME
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2001

	Amount	Percent
Revenue		
SALES	\$ 895,769.29	100.0
Total Revenue	895,769.29	100.0
Expenses		
ADVERTISING	2,520.18	0.3
AMORTIZATION	400.00	0.0
AUTOMOBILE & TRUCKS	78,205.28	8.7
BANK CHARGES	430.03	0.0
BID DEPOSIT	70.00	0.0
CONSULTANTS	4,200.00	0.5
DELIVERY	269.10	0.0
DEPRECIATION	100,710.00	11.2
DISCOUNT EXPENSE	712.54	0.1
DISPOSAL CHARGES	69,022.33	7.7
DUES & SUBSCRIPTIONS	3,173.92	0.4
EQUIPMENT RENTAL	8,888.35	1.0
INTEREST EXPENSE	66,160.21	7.4
INSURANCE	61,130.11	6.8
JOB MATERIALS	15,632.42	1.7
LICENSES & PERMITS	1,264.09	0.1
MISCELLANEOUS	14.42	0.0
OFFICE EXPENSE	5,817.73	0.6
OUTSIDE SERVICES	12,389.71	1.4
PARTS & SUPPLIES	17,479.59	2.0
POSTAGE	1,045.28	0.1
PRINTING & REPRODUCTION	64.50	0.0
PROFESSIONAL FEES	7,412.85	0.8
PROMOTION	163.18	0.0
RENT	22,650.40	2.5
REPAIRS	36,956.47	4.1
SALARIES & WAGES	279,161.56	31.2
TAXES - PAYROLL	26,643.73	3.0
TAXES - STATE	800.00	0.1
TELEPHONE	16,217.60	1.8
TRAVEL	28,340.22	3.2
Total Expenses	867,945.80	96.9
Net Income	\$ 27,823.49	3.1

See Accountant's Compilation Report

UNITED PACIFIC SERVICES, INC.
BALANCE SHEET
DECEMBER 31, 2001

ASSETS

Current Assets		
CASH IN BANKS	\$	5,562.08
ACCOUNTS RECEIVABLE		258,324.03
EMPLOYEE ADVANCES		80.00
PREPAID STATE TAX		600.00
Total Current Assets		<u>264,566.11</u>
Property and Equipment		
AUTOS & TRUCKS		343,335.93
BUILDING		65,524.90
COMPUTER EQUIPMENT		3,806.32
FURNITURE & FIXTURES		4,695.70
MACHINERY & EQUIPMENT		229,432.81
ACCUMULATED DEPRECIATION		(141,586.00)
Total Property and Equipment		<u>505,209.66</u>
Other Assets		
NOTES RECEIVABLE		51,500.00
ORGANIZATION EXPENSE		2,000.00
AMORTIZATION		(1,167.00)
Total Other Assets		<u>52,333.00</u>
TOTAL ASSETS	\$	<u><u>822,108.77</u></u>

See Accountant's Compilation Report

UNITED PACIFIC SERVICES, INC.
BALANCE SHEET
DECEMBER 31, 2001

LIABILITIES AND CAPITAL

Current Liabilities		
ACCOUNTS PAYABLE	\$ 100,795.74	
CREDIT LINE	19,000.00	
CONTRACTS PAYABLE	52,132.89	
Total Current Liabilities		\$ 171,928.63
Long Term Liabilities		
LOANS FROM OFFICERS	299,200.00	
CONTRACTS PAYABLE	203,695.07	
Total Long Term Liabilities		502,895.07
Total Liabilities		674,823.70
Capital		
COMMON STOCK	10,000.00	
ADDITIONAL PAID-IN-CAPITAL	289,200.00	
CURRENT EARNINGS - GUS FRANKLIN	13,911.75	
ACCUM. ADJ. - GUS FRANKLIN	(89,869.21)	
CURRENT EARNINGS - SUSAN FRANKLIN	13,911.74	
ACCUM. ADJ. - SUSAN FRANKLIN	(89,869.21)	
Total Capital		147,285.07
TOTAL LIABILITIES AND CAPITAL		\$ 822,108.77

See Accountant's Compilation Report



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



790590

License Number

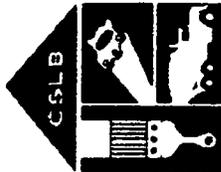
CORP

Entity

UNITED PACIFIC SERVICES INC

Business Name

Classification(s) **C27 C61/D49**



Expiration Date **01/31/2007**

State of California Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

UNITED PACIFIC SERVICES INC

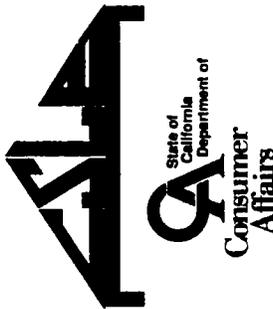
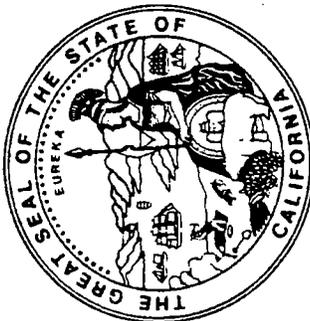
to engage in the business or act in the capacity of a contractor in the following classification(s):

C27 - LANDSCAPING
D49 - TREE SERVICE
HIC - HOME IMPROVEMENT CERTIFICATION

Witness my hand and seal this day,

January 30, 2001

Issued **January 29, 2001**



Signature of Licensee
[Signature]
Signature of License Qualifier
[Signature]

[Signature]
James Goldstene
Interim Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

790590

License Number



State of California
Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

GUS KIP FRANKLIN

to engage in the business or act in the capacity of a contractor in the following classification(s):

D-49 - TREE SERVICE

Witness my hand and seal this day,

August 18, 1994

Issued August 17, 1994

Signature of Licensee

Gus K. Franklin

Signature of License Qualifier

Gus K. Franklin



Acting Registrar of Contractors

McTee

694543

License Number

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

STATE OF CALIFORNIA

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

REGISTERED

WASTE TIRE HAULER

UNITED PACIFIC SVCS INC
1740 E North Hills Dr
La Habra CA 90631

VEHICLE LICENSE PLATE NUMBER: 5D10598
DECAL SERIAL NUMBER: 05-05542
ISSUE DATE: February 25, 2005
EXPIRATION DATE: December 31, 2005
CIWMB TPID NUMBER: 1006207

ISSUED BY:



EXECUTIVE DIRECTOR

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

ONLY ORIGINAL REGISTRATION VALID

DO NOT COPY OR REPRODUCE

Certified Arborist/Utility Specialist

International Society of Arboriculture

Eric Franklin

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist/Utility Specialist.



[Signature]
Executive Director
International Society of Arboriculture

WE-2158AU 6/30/2007
Certificate Number Expiration Date

Certified Arborist
International Society of Arboriculture

Eric Franklin

Having successfully completed the requirements set by the Arboreal Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist.



Executive Director
International Society of Arboriculture

WE-2158AU
Certificate Number

6/30/2007
Expiration Date

Certified Urbanist
International Society of Urbaniculture

Jack Mooring

Having successfully completed the requirements set by the Urbanist Certification Board of the International Society of Urbaniculture, the above named is hereby recognized as an ISU Certified Urbanist



Executive Director
International Society of Urbaniculture

WE-0905A
Certificate Number

6/30/2007
Expiration Date

Certified Urbanist
International Society of Urbaniculture

Marian C. Joma

Having successfully completed the requirements set by the Urbanist Certification Board of the International Society of Urbaniculture,
The above named is hereby recognized as an ISA Certified Urbanist



Executive Director
International Society of Urbaniculture

WE-4267A

12/31/2007

Certificate Number

Expiration Date





Certified Tree Worker
International Society of Arboriculture
Western Chapter

This is to Certify that

Jose Torres

Has completed the requirements for the Certified Tree Worker

Exam Date: 11/20/2004 Certified Tree Worker Number: 1601

Robert D. Jensen
Executive Director

Robert D. Jensen
President 2004/2005



Certified Tree Worker

International Society of Arboriculture
Western Chapter

This is to Certify that

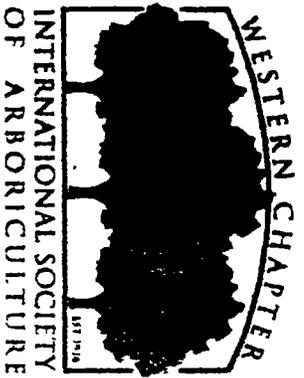
Luis Padilla

Has completed the requirements for the Certified Tree Worker

Exam Date: 1/15/2005 Certified Tree Worker Number: 1607

Robert D. Jensen
Executive Director

Robert D. Jensen
President 2004/2005



Certified Tree Worker
International Society of Arboriculture
Western Chapter

This is to Certify that

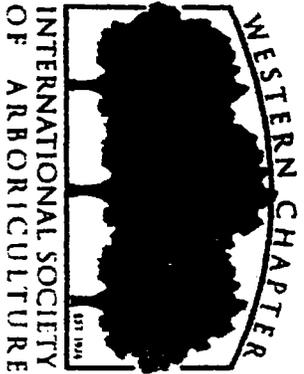
Gustavo Pena

Has completed the requirements for the Certified Tree Worker

Exam Date: 1/15/2005 Certified Tree Worker Number: 1608

Robert D. Jensen
Executive Director

Robert D. Jensen
President 2004/2005



Certified Tree Worker
International Society of Arboriculture
Western Chapter

This is to Certify that

Antonio Gomez

Has completed the requirements for the Certified Tree Worker

Exam Date: 4/16/2005 Certified Tree Worker Number: 1617

Robert D. Jensen
Executive Director

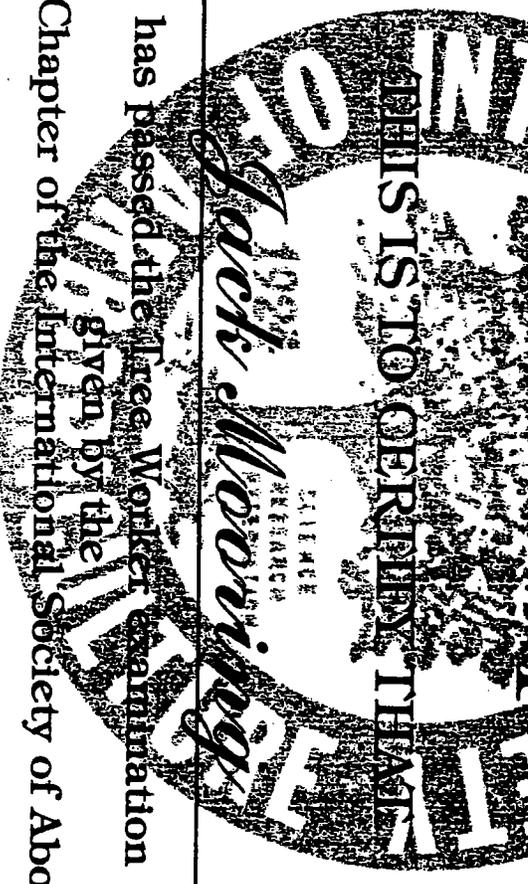
Robert D. Jensen
President 2004/2005

Certified Tree Worker

International Society

of Arboriculture

Western Chapter



has passed the Tree Worker Examination

given by the Western Chapter of the International Society of Arboriculture

Date Passed: June 27, 1992

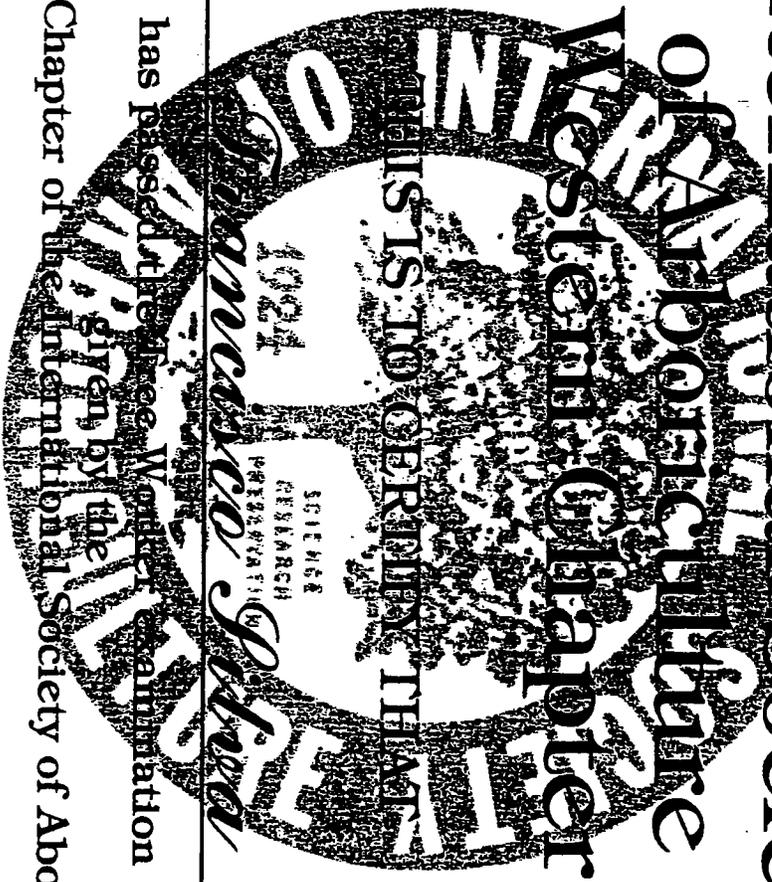
Tree Worker # 403

Michael T. Hobson
Certification Committee

Paul A. Moore
President

Certified Tree Worker

International Society



has passed the Tree Worker Examination

Western Chapter of the International Society of Arboriculture

Date Passed: April 17, 1993

Tree Worker #525

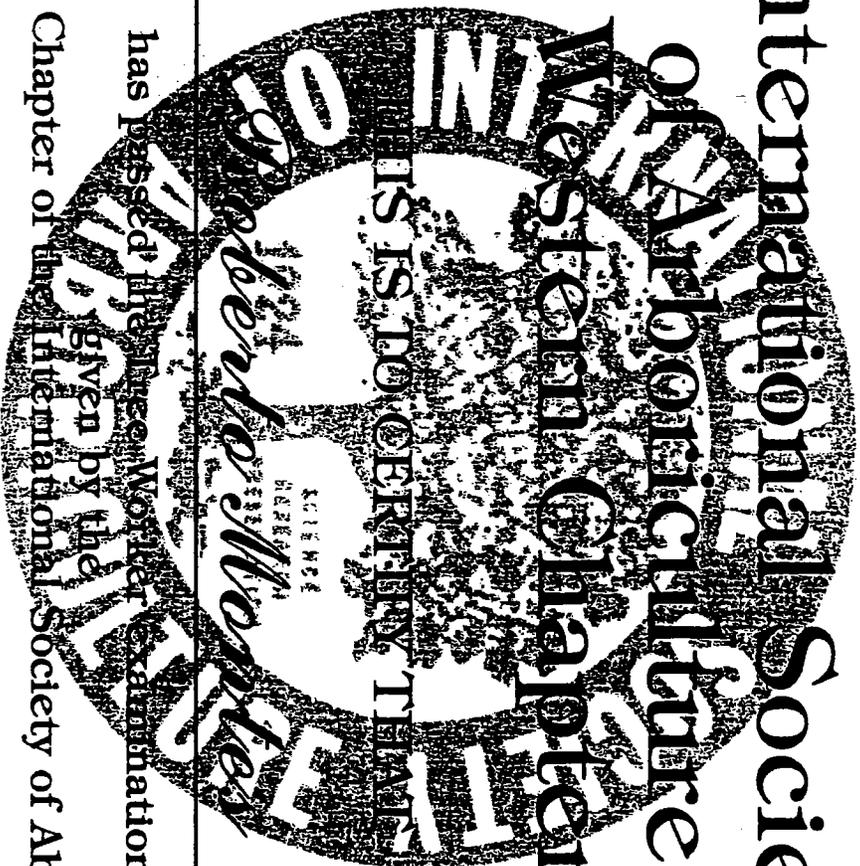
Richard J. Koberg
Certification Committee

Paul D. Moore
President

Certified Tree Worker

International Society of Arboriculture

Western Chapter



has passed the Tree Worker examination

Western Chapter of the International Society of Arboriculture

Date Passed: April 17, 1993

Tree Worker #521

Certification Committee

President

Michael J. Henry

Samuel A. Moore

Authorized Signature _____
Date _____ Expires _____

Alberto
12/31/2003

has been defined as a Free Worker
by the Western Chapter of the
International Society of Arboriculture

Alberto
CHAPTER



WESTERN
No. 1186

ACRT, Inc. Institute of Arboriculture and Urban Forestry

certifies that

Gus W. Swanklin

has satisfactorily completed the prescribed
requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

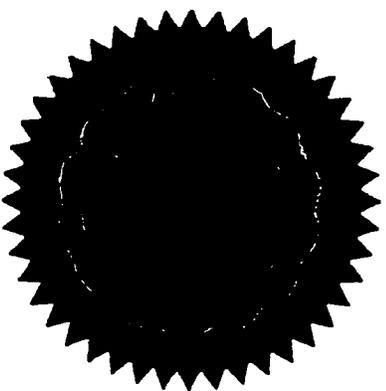
training and is granted this certificate of completion.

March 20, 1995

No. 03263

Lynn Anderson
Training Administrator

Richard Elliott
Instructor



ACRT, Inc. Institute of Arboriculture and Urban Forestry

certifies that

Antonio Gomez

has satisfactorily completed the prescribed requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

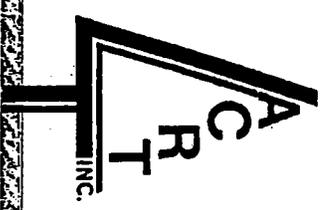
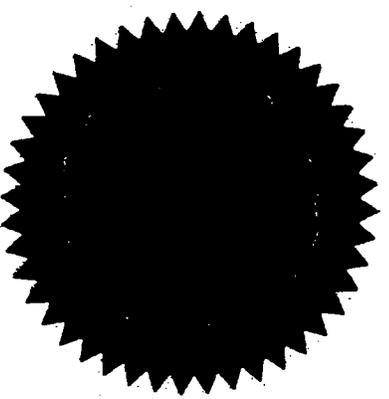
training and is granted this certificate of completion.

March 20, 1995

No. 03267 |

Syrene Kinkelstratter
Training Administrator

Dwight Elliott
Instructor



ACRT, Inc. Institute of Arboriculture and Urban Forestry

certifies that

Sack Hooring

has satisfactorily completed the prescribed
requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

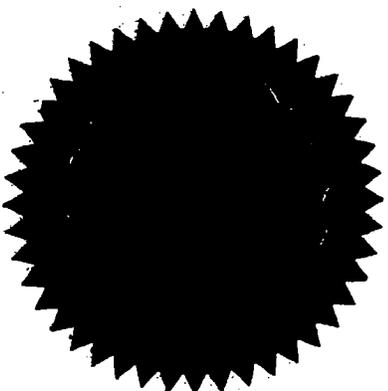
training and is granted this certificate of completion.

March 20, 1995

No. 03268 |

Symon Kischelavetter
Training Administrator

Richard Elliott
Instructor



ACRT, Inc. Institute of Arboriculture and Urban Forestry

certifies that

Eric Franklin

has satisfactorily completed the prescribed requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

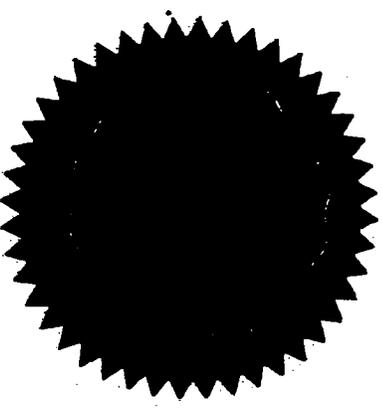
training and is granted this certificate of completion.

March 20, 1995

No. 03265

Tommy Lindgreen
Training Administrator

Richard Elliott
Instructor





Together, we can save a life

This recognizes that
 Wilfredo Mejia Guevara for
 has completed the requirements for
 Workplace Training: First Aid
 conducted by
 Pomona Valley
 Date completed 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 3 year(s) from completion date.



Together, we can save a life

This recognizes that
 Antonio Gomez Jr.
 has completed the requirements for
 Workplace Training: First Aid
 conducted by
 Pomona Valley
 Date completed 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 3 year(s) from completion date.



Together, we can save a life

This recognizes that
 Luis Hiraldo Padilla
 has completed the requirements for
 Workplace Training: First Aid
 conducted by
 Pomona Valley
 Date completed 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 3 year(s) from completion date.



Together, we can save a life

This recognizes that
 Carmelo Lucio
 has completed the requirements for
 Workplace Training: First Aid
 conducted by
 Pomona Valley
 Date completed 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 3 year(s) from completion date.



Together, we can save a life

This recognizes that
 Wilfredo Mejia Guevara for
 has completed the requirements for
 Workplace Adult CPR
 conducted by
 Pomona Valley
 Date completed 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 1 year(s) from completion date.



Together, we can save a life

This recognizes that
 Antonio Gomez Jr.
 has completed the requirements for
 Workplace Adult CPR
 conducted by
 Pomona Valley
 Date completed 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 1 year(s) from completion date.



Together, we can save a life

This recognizes that
 Luis Hiraldo Padilla
 has completed the requirements for
 Workplace Adult CPR
 conducted by
 Pomona Valley
 Date completed 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 1 year(s) from completion date.



Together, we can save a life

This recognizes that
 Carmelo Lucio
 has completed the requirements for
 Workplace Adult CPR
 conducted by
 Pomona Valley
 Date completed 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 1 year(s) from completion date.



Together, we can save a life

This recognizes that
 Atanacio Hernandez
 has completed the requirements for
 Workplace Training: First Aid
 conducted by
 Pomona Valley
 Date completed
 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 3 year(s) from completion date.



Together, we can save a life

This recognizes that
 Jose Torres
 has completed the requirements for
 Workplace Training: First Aid
 conducted by
 Pomona Valley
 Date completed
 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 3 year(s) from completion date.



Together, we can save a life

This recognizes that
 Ramon Loya
 has completed the requirements for
 Workplace Training: First Aid
 conducted by
 Pomona Valley
 Date completed
 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 3 year(s) from completion date.



Together, we can save a life

This recognizes that
 Ignacio Gomez
 has completed the requirements for
 Workplace Training: First Aid
 conducted by
 Pomona Valley
 Date completed
 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 3 year(s) from completion date.



Together, we can save a life

This recognizes that
 Atanacio Hernandez
 has completed the requirements for
 Workplace Adult CPR
 conducted by
 Pomona Valley
 Date completed
 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 1 year(s) from completion date.



Together, we can save a life

This recognizes that
 Jose Torres
 has completed the requirements for
 Workplace Adult CPR
 conducted by
 Pomona Valley
 Date completed
 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 1 year(s) from completion date.



Together, we can save a life

This recognizes that
 Ramon Loya
 has completed the requirements for
 Workplace Adult CPR
 conducted by
 Pomona Valley
 Date completed
 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 1 year(s) from completion date.



Together, we can save a life

This recognizes that
 Ignacio Gomez
 has completed the requirements for
 Workplace Adult CPR
 conducted by
 Pomona Valley
 Date completed
 04/10/2004
 The American Red Cross recognizes this certificate
 as valid for 1 year(s) from completion date.

County of Los Angeles

No. 5010027

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2005

Name: UNITED PACIFIC SERVICES, INC. 562-691-4600
(TELEPHONE)

Address: 1601 W MISSION BL POMONA CA 91769
(STREET) (CITY) (STATE) (ZIP)

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

- | | |
|--|---|
| <input type="checkbox"/> (A) Residential, Industrial and Institutional | <input type="checkbox"/> (I) Animal Agriculture |
| <input checked="" type="checkbox"/> (B) Landscape Maintenance | <input type="checkbox"/> (J) Demonstration and Research |
| <input type="checkbox"/> (C) Right-of-Way | <input type="checkbox"/> (K) Health Related |
| <input type="checkbox"/> (D) Plant Agriculture | <input type="checkbox"/> (L) Wood Preservatives (Subcategory of A and C) |
| <input type="checkbox"/> (E) Forest | <input type="checkbox"/> (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A) |
| <input type="checkbox"/> (F) Aquatic | <input type="checkbox"/> (N) Sewer Line Root Control (Subcategory of A) |
| <input type="checkbox"/> (G) Regulatory | <input type="checkbox"/> (O) Maintenance Gardener |
| <input type="checkbox"/> (H) Seed Treatment | |



Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: January 11, 2005

Agent: MARIAN C TOMA
State Business License No. 04328-00000

Revised PUEa-05 (12-04)

County of Los Angeles

No. 5020099

PEST CONTROL ADVISER REGISTRATION

For Calendar Year Ending December 31, 2005

Name:

TOMA, MARIAN C

562-691-4600

(TELEPHONE)

Address:

1601 W. MISSION BLVD

POMONA

CA

91769

(STREET)

(CITY)

(STATE)

(ZIP)

THIS CERTIFIES that the above named individual has been duly registered in accordance with Section 12031 Agricultural Code as a Pest Control Adviser, and is authorized to make Agricultural use recommendation in Los Angeles County in the following categories:

- | | | | |
|-------------------------------------|---|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | (A) <i>Insects, Mites and Other Invertebrates</i> | <input checked="" type="checkbox"/> | (E) <i>Weed Control</i> |
| <input checked="" type="checkbox"/> | (B) <i>Plant Pathogens</i> | <input checked="" type="checkbox"/> | (F) <i>Defoliation</i> |
| <input checked="" type="checkbox"/> | (C) <i>Nematodes</i> | <input checked="" type="checkbox"/> | (G) <i>Plant Growth Regulation</i> |
| <input checked="" type="checkbox"/> | (D) <i>Vertebrate Pests</i> | | |



Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: January 11, 2005

State License No. AA03099

Revised PUEa-04 (12-02)

LICENSE NO. 94328 00000

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038

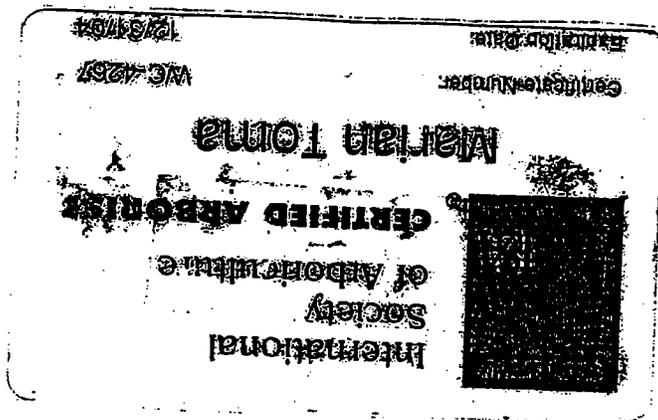
PEST CONTROL BUSINESS LICENSE

UNITED PACIFIC SERVICES, INC.
1601 W MISSION BL
POMONA CA 91769

— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE.



THIS LICENSE EXPIRES
December 31, 2005



DEPARTMENT OF PESTICIDE REGULATION
 LICENSING/CERTIFICATION PROGRAM

 DATE OF ISSUE: 01/01/2004
 QUALIFIED APPLICATOR LICENSE
 VALID THROUGH: 12/31/2005
 B
 0139117
 HARIAN C TORMA
 1015 N DRESDEN ST
 ANAHEIM CA 92801

DEPARTMENT OF PESTICIDE REGULATION
 LICENSING/CERTIFICATION PROGRAM

 DATE OF ISSUE: 01/01/2004
 AGRICULTURAL PEST CONTROL ADVISER LICENSE
 VALID THROUGH: 12/31/2005
 ABCDEG
 AA 03099
 HARIAN C TORMA
 1015 N DRESDEN ST
 ANAHEIM CA 92801

International Society of Arboriculture
**CERTIFIED ARBORIST/
 UTILITY SPECIALIST**
 Eric Franklin
 Certificate Number: WE-2158AU
 Expiration Date: 6/30/2007



International Society of Arboriculture
CERTIFIED ARBORIST
 Eric Franklin
 Certificate Number: WE-2158AU
 Expiration Date: 6/30/2007



DEPARTMENT OF PESTICIDE REGULATION
 LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE
 DATE OF ISSUE 01/01/2005
 VALID THROUGH 12/31/2006
 01 35200 BC
 ERIC L FRANKLIN
 120 E LA HABRA BL STE 107
 LA HABRA CA 90631



Certificate of Completion

This is to certify that

Enrique Gutierrez

*has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction*

on July 15, 2003

Instructor: Stan Klopfenstein

CJCA&T, P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Jose Torres

has satisfactorily completed a course in

Confined Space Entry Awareness

consisting of 7 hours of instruction

on July 15, 2003

Instructor: Stan Klopfenstein

CJCA, R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

*This is to certify that
Johnny Atkins*

*has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction*

*on July 15, 2003
Instructor: Stan Klopfenstein*

CPL J. R. T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Tony Gomez Jr.

has satisfactorily completed a course in

Confined Space Entry Awareness

consisting of 7 hours of instruction

on July 15, 2003

Instructor: Stan Klopfenstein

C.J.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

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D&B D-U-N-S®: 00-977-9476

Date Created: February 26, 2005

UNITED PACIFIC SERVICES, INC
 1740 NORTH HILLS DR
 LA HABRA, CA 90631
 AND BRANCH(ES) OR DIVISION(S)
 TEL: 562 691-4600

Chief Executive Officer: SUSAN FRANKLIN

Thank you for ordering D&B ImageScope, our new service that lets you see what information is available on your business to D&B customers. This service can help improve the focus of your company and allow you to "Keep an Eye On Your Business" by showing you how the information published by D&B on your firm is used and how you can improve your image in the business community. This service also allows you to pinpoint areas of interest, both to you and your business partners.

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Product Overview

- See what evaluations and scores are available to your creditors, suppliers and bank
- Define these scores and how they could impact your business
- Your current D&B rating and rating key
- Examine your current D&B evaluations and scores:
 - Commercial Credit Score
 - Financial Stress Score
 - Supplier Evaluation Score
- Industry norms for Commercial Credit Score & Financial Stress Score
- Industry Payment Analysis information
- Key Financial Ratios
- Public Filing Information
- Model Statement for your industry

How Is Your Business Evaluated In These Reports?

Your Business's D&B Rating*: 2A2
Present Control: 1999
Worth: \$857,979
Sales: \$3,191,531
Employees: 45

*See D&B Rating Key On Next Page

Rating Elements:

The Rating was changed on April 6, 2004 because D&B's analysis of the financial statement supports a lower Rating. The "2A" portion of the Rating (the Rating Classification) indicates that the company has a worth from \$750,000 to \$1 million. The "2" on the right (Composite Credit Appraisal) indicates an overall "good" credit appraisal. This credit appraisal was assigned because the payment information in D&B's file indicates that the majority of this company's obligations are retired satisfactorily and because of D&B's "good" assessment of the company's December 31, 2004, fiscal financial statement.

How Is Your Business Evaluated In These Reports

Financial Stress Scoring Report

Low Risk

High Risk



YOUR BUSINESS FINANCIAL STRESS CLASS: 1

Financial Stress Summary

The Financial Stress Class for this firm was derived using D&B Model for the NATURAL RESOURCES industry group.

The Financial Stress Model uses statistical probabilities to classify businesses into one of five classifications. These are based on the likelihood of a business experiencing financial stress within a twelve-month period.

The Financial Stress Score Analysis for this company is based on the following factors:

KEY FINANCIAL COMMENTARY

- No record of open suit(s), lien(s), or judgement(s) in the D&B files.
- 37% of trade experiences indicate slow payment(s) are present.
- Payment experiences exist for this firm which are greater than 60 days past due.
- Control age or date entered in D&B files indicates higher risk.
- Change in Net Worth suggests lower risk of financial stress.
- Change in Quick Ratio suggests lower risk of financial stress.
- Change in Current Ratio suggests lower risk of financial stress.

Financial Stress Norms

Norms for companies in the same:

National Percentile

Region: (PACIFIC)	43
Industry: (NATURAL RESOURCES)	65
Employee Range: (20-99)	59
Years in Business Range: (6-10)	39
United Pacific Services, Inc	81

The subject company has Financial Stress Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

How Is Your Business Evaluated In These Reports?

Supplier Evaluation Report

Low Risk

High Risk

1 2 3 4 5 6 7 8 9

SUPPLIER RISK SCORE FOR YOUR BUSINESS: 2

The Supplier Risk Score Models predict the likelihood of a firm ceasing business without paying all creditors in full, or reorganizing or obtaining relief from creditors under state/federal law over the next 12 months. The score was calculated using a statistically valid model derived from D&B extensive data files.

RISK COMMENTARY

- Sales for the Fiscal year ending DEC, 2004 are Up by 34.1%.
- Net worth for the Fiscal year ending DEC, 2004 is Up by 3.9%.
- Average Payments are 2 day(s) beyond terms.
- Average Industry Payments are 3 day(s) beyond terms.
- UCC Filings present - See PUBLIC FILINGS section.
- Operations reported profitable.
- Financial Appraisal Ranking is 3 based on a scale of 1 (Highest) to 4 (Lowest) compared to the industry. The appraisal is a calculated average based on the firm's quartile ranking.
- Under present management control 6 years.

Rating/Score Variance

Ratings and scores based on D&B Database may vary due to different models used for calculations. These applications vary by product type. (See Description of D&B Products and Services)

What Public Filings Are Listed On Your Business In The D&B Public Record Database?

The following data is for information purposes only and is not the official record. Certified copies can be obtained only from the official source.

Record Type	Number
Bankruptcy Proceedings	0
Judgments	0
Liens	0
Suits	0
UCC's	8

Bankruptcy is a proceeding under the U.S. Bankruptcy Code in which either a debtor files a bankruptcy petition and voluntarily seeks protection from creditors, or creditors file a bankruptcy petition against a debtor to force the debtor to pay debts owed to them.

Judgment is the final resolution of a suit - that is, the official court decision regarding the parties' rights and obligations including whether the plaintiff is entitled to the relief from the debtor sought in the suit.

Lien is a claim or encumbrance which one party (**lien holder**) holds against the property of another party (**debtor**) until a debt or obligation is satisfied.

Suit is a proceeding filed by a plaintiff(s) against a defendant(s) in a court of law, in which the plaintiff(s) seeks monetary or non-monetary relief.

UCC Filing is a financing statement, filed under the Uniform Commercial Code (UCC) by a business or individual (**secured party**), that secures that business' interest in the asset/collateral of another party (**debtor**), generally up to the amount owed to the secured party.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

D&B Rating Key

Based on Worth from Interim or Fiscal Balance Sheet			Composite Credit Appraisal			
			High	Good	Fair	Limited
5A	\$50,000,000	and over	1	2	3	4
4A	\$10,000,000 to	\$49,999,999	1	2	3	4
3A	1,000,000 to	9,999,999	1	2	3	4
2A	750,000 to	999,999	1	2	3	4
1A	500,000 to	749,999	1	2	3	4
BA	300,000 to	499,999	1	2	3	4
BB	200,000 to	299,999	1	2	3	4
CB	125,000 to	199,999	1	2	3	4
CC	75,000 to	124,999	1	2	3	4
DC	50,000 to	74,999	1	2	3	4
DD	35,000 to	49,999	1	2	3	4
EE	20,000 to	34,999	1	2	3	4
FF	10,000 to	19,999	1	2	3	4
GG	5,000 to	9,999	1	2	3	4
HH	Up to	4,999	1	2	3	4

Based on Number of Employees			Composite Credit Appraisal		
			Good	Fair	Limited
1R	10 employees	and over	2	3	4
2R	1 to	9	2	3	4

Key to Employee Range

ER1	1,000 or more
ER2	500-999
ER3	100-499
ER4	50-99
ER5	20-49
ER6	10-19
ER7	5-9
ER8	1-4
ERN	Not available

ER (Employee Range)

Certain lines of business, primarily banks, insurance companies and government entities, do not lend themselves to classification under the D&B Rating System. Instead, we assign these types of businesses an Employee Range symbol based on the number of people employed. No other significance should be attached to this symbol.

For example, a Rating of "ER7" means there are between 5 and 9 employees in the company.

"ERN" should not be interpreted negatively. It simply means we don't have information indicating how many people are employed at this firm.

"-" (Absence of Rating)

A "-" symbol should not be interpreted as indicating that credit should be denied. It simply means that the information available to D&B does not permit us to classify the company within our Rating key and that further inquiry should be made before reaching a credit decision.

Some reasons for using a "-" symbol include: deficit net worth; bankruptcy proceedings; lack of sufficient payment information; or incomplete history information.

PAYDEX Scores - This Business

3- and 12- Month

Shows the D&B PAYDEX scores as calculated on the most recent 3 months and 12 months of payment experiences.

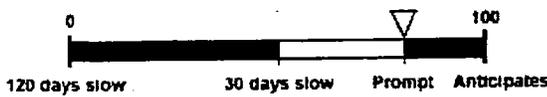
The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on up to 30 payment experiences as reported to D&B by trade references. A detailed explanation of how to read and interpret PAYDEX scores can be found at the end of this report.

Jump to: How to Read the PAYDEX Score

UNITED PACIFIC SERVICES, INC DUNS 00-977-9476

3-Month D&B PAYDEX: 79

When weighted by dollar amount, payments to suppliers average 2 days beyond terms.



Based on payments collected over last 3 months.

12-Month D&B PAYDEX: 79

When weighted by dollar amount, payments to suppliers average 2 days beyond terms.



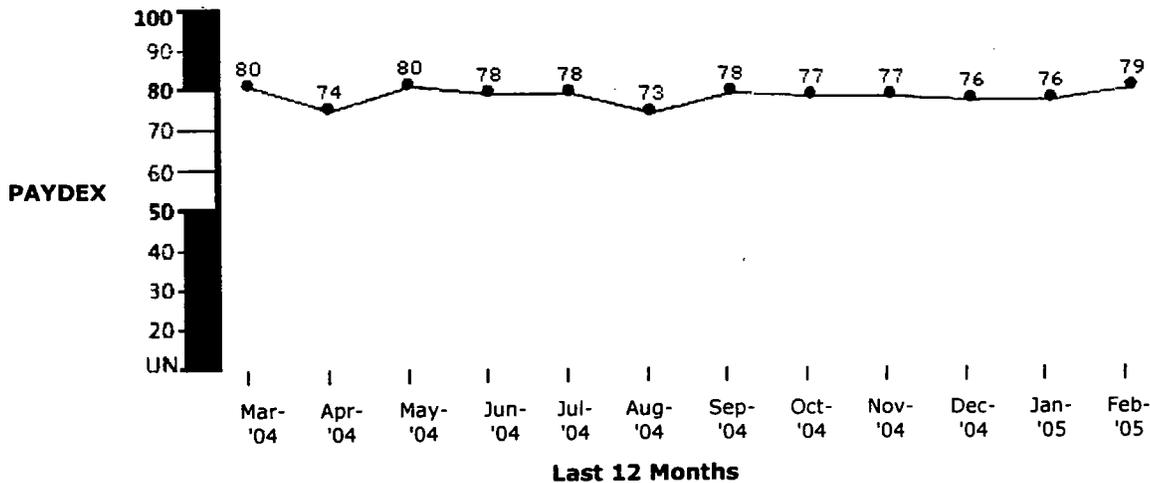
Based on payments collected over last 12 months.

PAYDEX Yearly Trend - This Business

12 Months

Shows the trend in D&B PAYDEX scoring over the past 12 months.

UNITED PACIFIC SERVICES, INC DUNS 00-977-9476



Based on payments collected over the last 12 months.

- Current PAYDEX for this Business is 79, or equal to 2 days beyond terms
- The 12-month high is 80, or equal to generally within terms
- The 12-month low is 73, or equal to 11 days beyond terms

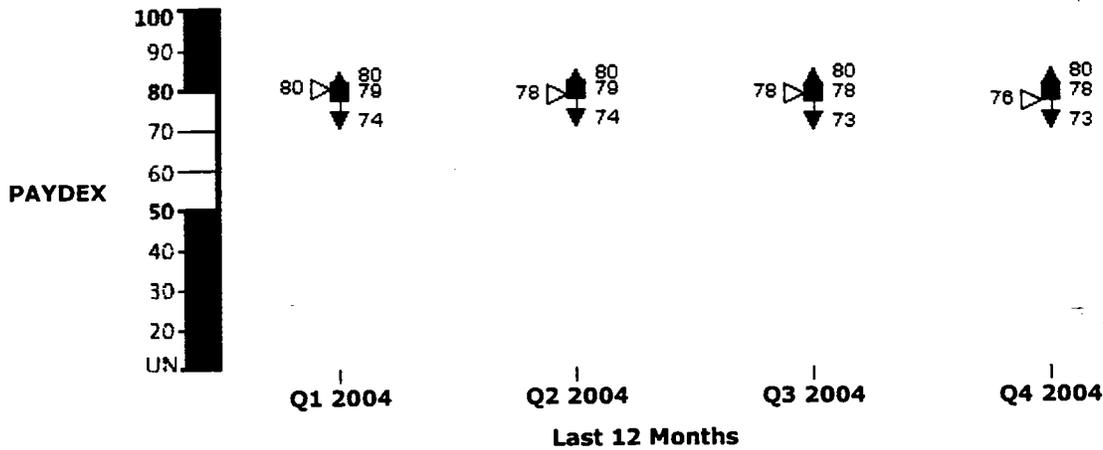
[Back to Top](#)

PAYDEX Score Comparison - Business to Primary Industry

4 Quarters

Shows PAYDEX scores of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Landscaping service, based on SIC code 0782.

UNITED PACIFIC SERVICES, INC DUNS 00-977-9476



Based on payments collected over the last 4 quarters.

Score Comparison Key:

- ▷ This Business
- ▲ Industry upper quartile
- Industry median
- ▼ Industry lower quartile

- Current **PAYDEX** for this Business is **79**, or equal to 2 days beyond terms
- The present industry **median score** is **78**, or equal to 3 days beyond terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

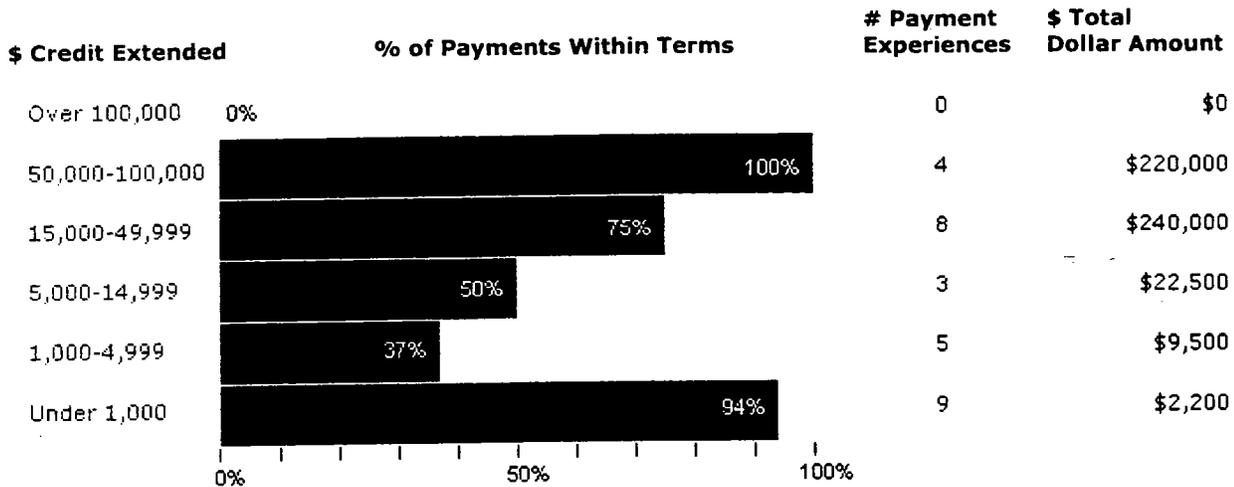
[Back to Top](#)

Business Payment Habit by Amount of Credit Extended

12 Months

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences used to calculate the percentage, and the total dollar value of the credit extended.

UNITED PACIFIC SERVICES, INC DUNS 00-977-9476



Based on payments collected over the last 12 months.

Payment experiences reflect how bills are met in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc.

[Back to Top](#)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ME
UNITE-1

DATE (MM/DD/YYYY)
05/09/05

PRODUCER
Schrimmer-Cavanagh
Insurance Agency, Inc.
601-A Lunar Avenue
Brea CA 92821
Tel: 714-256-9600 Fax: 714-256-9606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

United Pacific Services, Inc.
1740 North Hill Dr
La Habra CA 90631

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul Fire & Marine	
INSURER B: Granite State Insurance	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CK08100518	06/26/04	06/26/05	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000								
A X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500 COMP DED <input checked="" type="checkbox"/> \$500 COLL DED	CK08100518	06/26/04	06/26/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC00540396900	07/01/04	07/01/05	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1000000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1000000	E.L. DISEASE - EA EMPLOYEE	\$ 1000000	E.L. DISEASE - POLICY LIMIT	\$ 1000000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 1000000												
E.L. DISEASE - EA EMPLOYEE	\$ 1000000												
E.L. DISEASE - POLICY LIMIT	\$ 1000000												
A	OTHER EQUIPMENT	CK01800518	06/26/04	06/26/05	FIRE, ECE \$50,000 SPEC FORM \$1000 DED								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS, AND EMPLOYEES AS INSURED FOR ALL ACTIVITIES ARISING FROM THIS CONTRACT ARE NAMED AS ADDITIONAL INSURED. SEE ATTACHED ENDORSEMENTS

CERTIFICATE HOLDER

CANCELLATION

LADEPUW

 COUNTY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS
 900 SOUTH FREMONT AVE
 ALHAMBRA CA 91803-1331

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT ~~INSURER SHALL~~ IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Joan S. Cavanagh *Joan S. Cavanagh*

DESCRIBED PERSON OR ORGANIZATION
ADDITIONAL PROTECTED PERSONS ENDORSEMENT-
WITH A SUBLIMIT FOR THEIR PROTECTION

This endorsement changes your Commercial General Liability Protection

How Coverage Is Changed

There are two changes which are explained below.

1. The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Described person or organization. The person or organization shown below as a described person or organization is a protected person. But only for covered injury or damage that results from:

- the ownership, maintenance, or use of any premises which you own, or rent, lease, or borrow from others; or
- your work.

We explain what we mean by your work in the Products and completed work total limit section.

1. The following is added to the Limits Of Coverage section. This change limits coverage for additional protected persons added in this endorsement.

Described persons or organizations as additional protected persons limit. The most we'll pay for covered injury or damage awarded against any person or organization described in this endorsement is:

- The amount of the available limit of coverage provided by this agreement; or
- The amount of insurance required to be carried by you under the provisions of a written contract or agreement between you and the described additional protected person against whom the damages are awarded.;

Whichever is less.

Other Terms

All other terms of your policy remain the same.

Described Person or Organization:

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS, AND EMPLOYEES AS INSURED FOR ALL ACTIVITIES ARISING FROM THIS CONTRACT.

Any persons or organization whom you are required to add as an additional insured to this agreement under a written contract:
 Currently in effect or which will become effective during the term of this agreement, and executed prior to the event which results in bodily injury or property damage, or the offense which results in personal injury or advertising injury.

Name of Insured
United Pacific Services, Inc.

Policy Number
CK08100518

Effective Date
06/26/04 - 06/26/05

POLICY NUMBER: CK08100518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage, A. – Coverage, 1. – Who Is An Insured, is amended to add:

- d. Any Person or Organization to whom you become obligated to include as an Additional Insured under this policy, as a result of any Contract or Agreement you enter into which requires you to finish insurance to that Person or Organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the Insurance provide will not exceed the lesser of:**
- 1. The coverage and/or limits of this policy, or**
 - 2. The coverage and/or limits required by said Contract or Agreement.**

**Name of Person or Organization: Blanket waiver as required by written contract.
COUNTY OF LOS ANGELES DEPARTMENT OF WATER WORKS, ITS SPECIAL DISTRICTS, ITS
OFFICIALS, OFFICERS, AND EMPLOYEES AS INSUREDS FOR ALL ACTIVITIES ARISING
FROM THIS CONTRACT ARE NAMED AS ADDITIONAL INSUREDS.
900 SOUTH FREMONT AVE
ALHAMBRA, CA 91803-1331**

**THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE
ENDORSEMENT WHEN ISSURED AFTER THE POLICY IS WRITTEN**

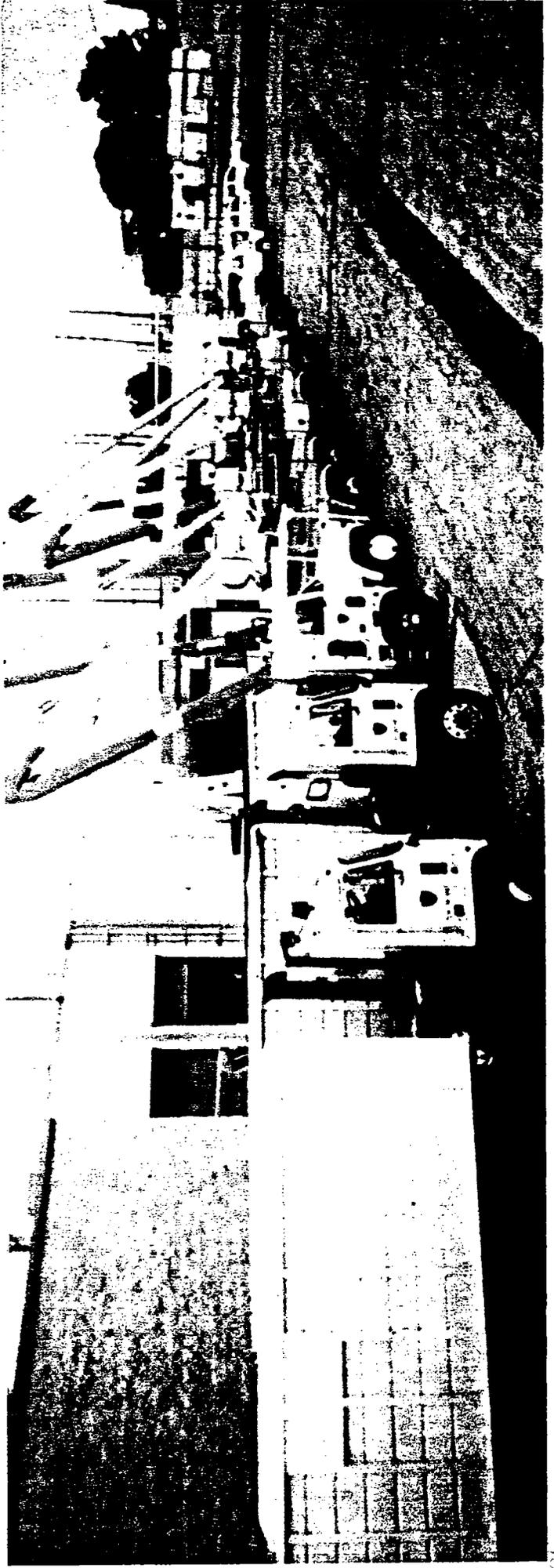
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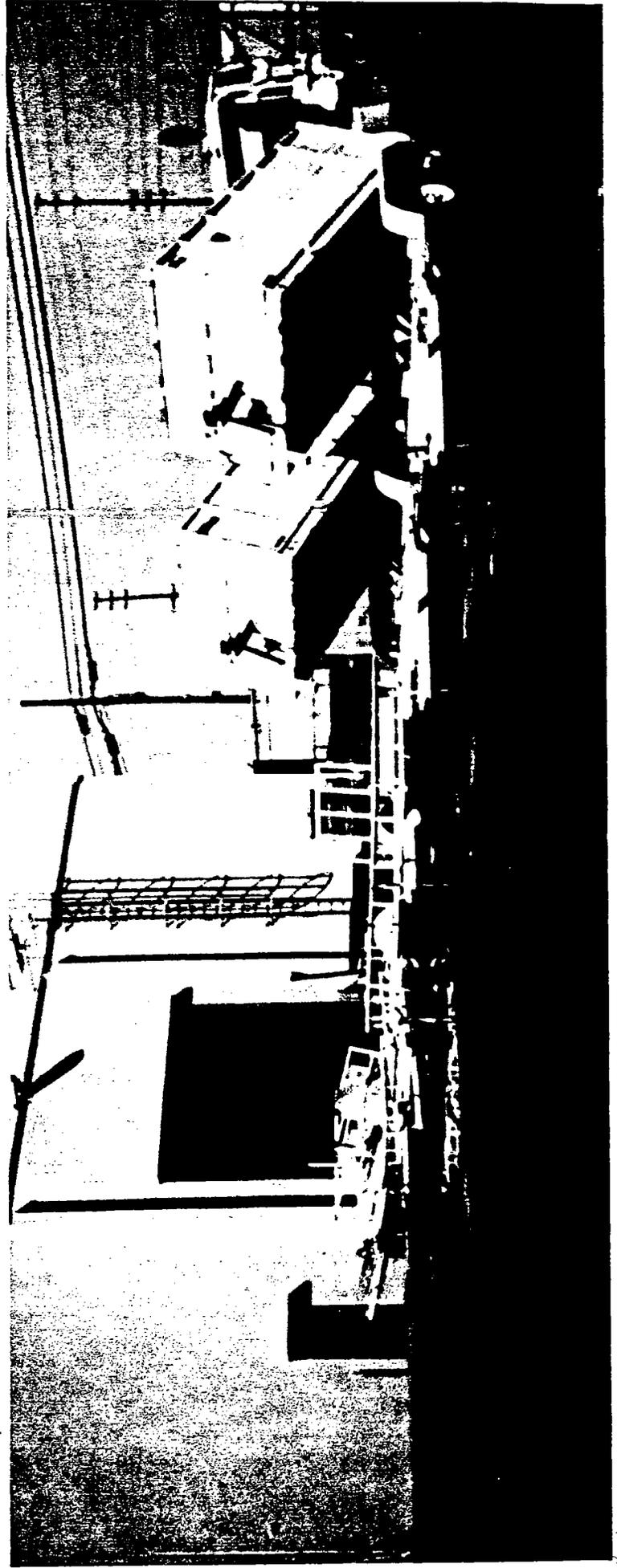
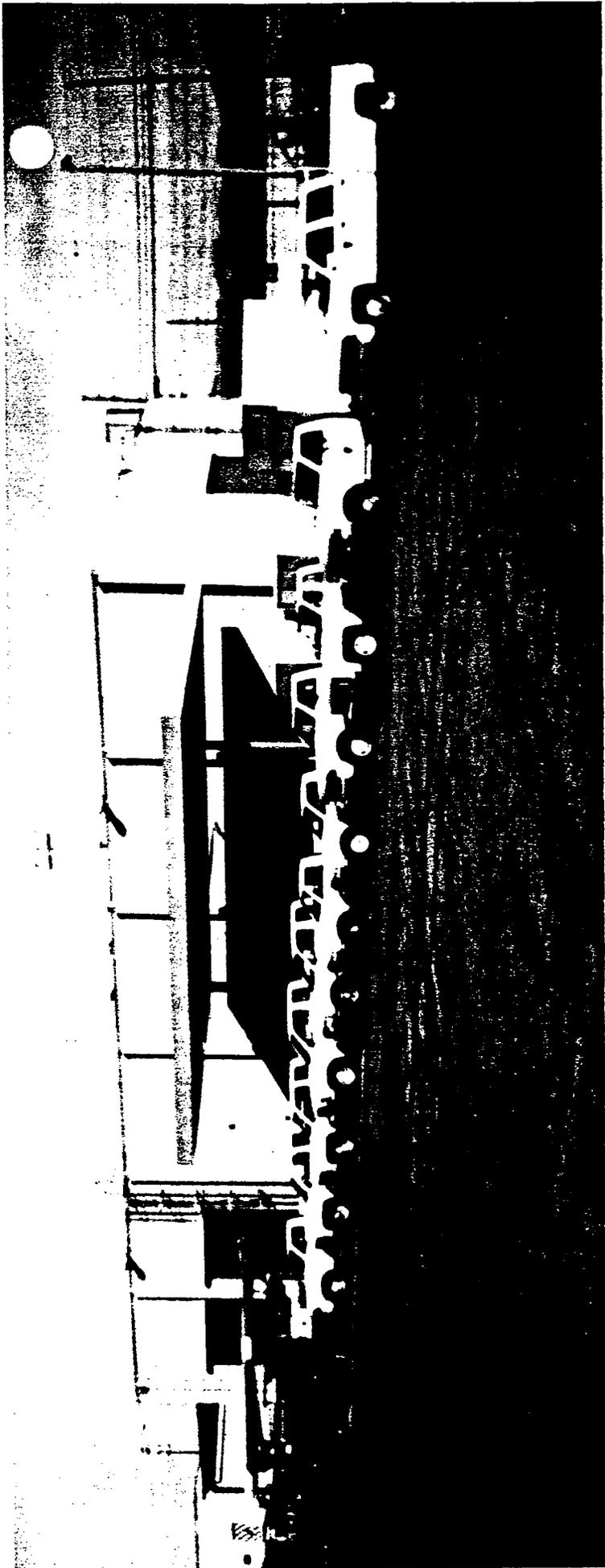
UNITED PACIFIC SERVICES, INC.

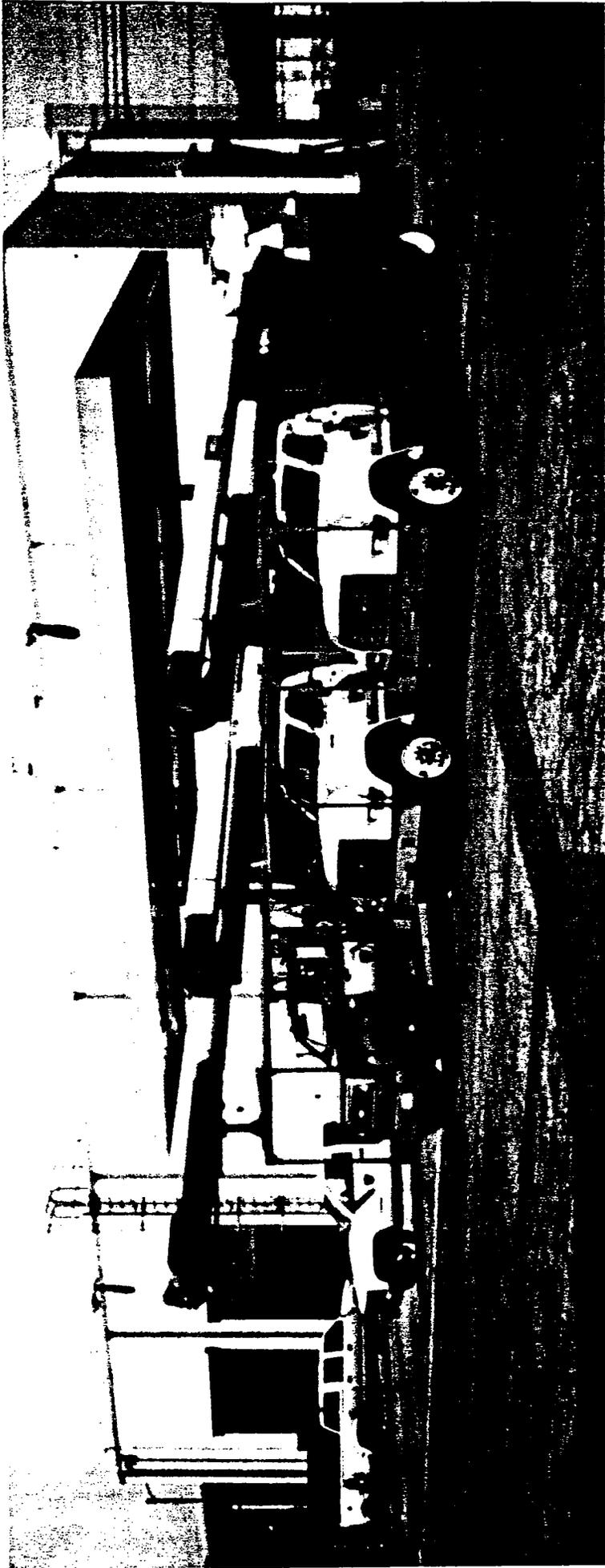
Equipment List

1. Two (2) Ford 1/2 ton Ranger P.U.'s - *year 2000*
2. Two (2) Chev 1 ton Crew Cabs / Utility beds - *year 2002*
3. Two (2) GMC 1 ton Dump trucks - *year 2003*
3. One (1) Ford 3/4 ton F250 P.U. - *year 2000*
4. One (1) Ford 1/2 ton F150 P.U. - *year 2001*
5. Two (2) Chev 3/4 ton 2500 P.U.'s - *year 1997*
6. One (1) Dodge 3/4 ton 2500 P.U. - *year 2003*
7. Six (6) 22' Consolidated roll-off containers - *year 2000*
8. Two (2) hydraulic dump trailers, 5 ton - *year 2000*
9. Four (4) transport flat bed trailers, 1 ton - *year 2000*
10. One (1) Heavy duty 20,000# tractor trailer "Big Tex" low bed - *year 2000*
11. Two (2) hydraulic reeving dumping systems - *year 2000*
12. Four (4) Aerial bucket trucks "Hi-Ranger" sixty foot - *year 1991 - 1996*
13. Two (2) Aerial bucket truck "Hi-Ranger" sixty-five foot - *year 2000*
14. One (1) Aerial bucket truck "Hi-Ranger" one hundred twenty-five foot - *year 1994*
15. Two (2) Aerial bucket trucks "Altec" fifty-five foot - *year 1989 - 1997*
16. One (1) 35' Aerial bucket truck - *year 1994*
17. One (1) "Altec" Aerial bucket truck / crane 75' - *year 1989*
18. Four (4) Dump "Chipper" trucks, Ford F450 one ton trucks from - *1991 to 1996*
19. Four (4) Dump trucks F700 from - *1991 to 1998*
20. Four (4) Roll-off trucks with new model 2000 dumping units from - *1984 to 1994*
21. Chain Saws, various sizes (100+) from - *year 2000 to 2001*
22. Four (15) Fifteen foot extension chain saws for special applications - *year 2000*
23. One (1) Scat track loader with grapple loader for brush / debris removal - *year 2000*
24. One (1) Scat track loader with grapple loader for brush / debris removal - *year 2002*
25. One (1) Chev one ton flat bed dump truck - *year 1986*
26. One (1) 3/4 ton Ford pick-up truck - *year 1990*
27. Seven (7) 22' roll-off containers - *year 1991 to 1998*
28. Two (3) Vermeer stump grinders - *year 1996 / 2003 / 2004*
29. One (1) Stump King stump grinder - *year 1986*
30. Fifteen John Deer weed-eaters heavey duty - *year 2000 to 2002*
31. One (1) John Deer tractor with roto-cutter - *year 2002*
32. Two (2) John Deer weed mowers, heavy duty - *year 2002*
33. One (1) 16' low bed transport trailer "Aztec" - *year 2002*
34. One (1) 10' low bed transport trailer "Big Tex" - *year 2002*
35. Two (2) JCB loader with grapple for brush removal - *year 2003*
36. One (1) GMC SUV 1/2 ton truck - *year 2003*
37. Four (4) GMC trucks - (2) ¾ ton crew cabs, (2) 5 ton 18' chipper trucks - *year 2004 / 2005*
38. Five (5) 300 gallon to 500 gallon water trailers - *year 1999 to 2004*
39. Three (3) Vermeer whole tree chippers - *year 2001 / 2002 / 2004*

UNITED PACIFIC SERVICES, INC.

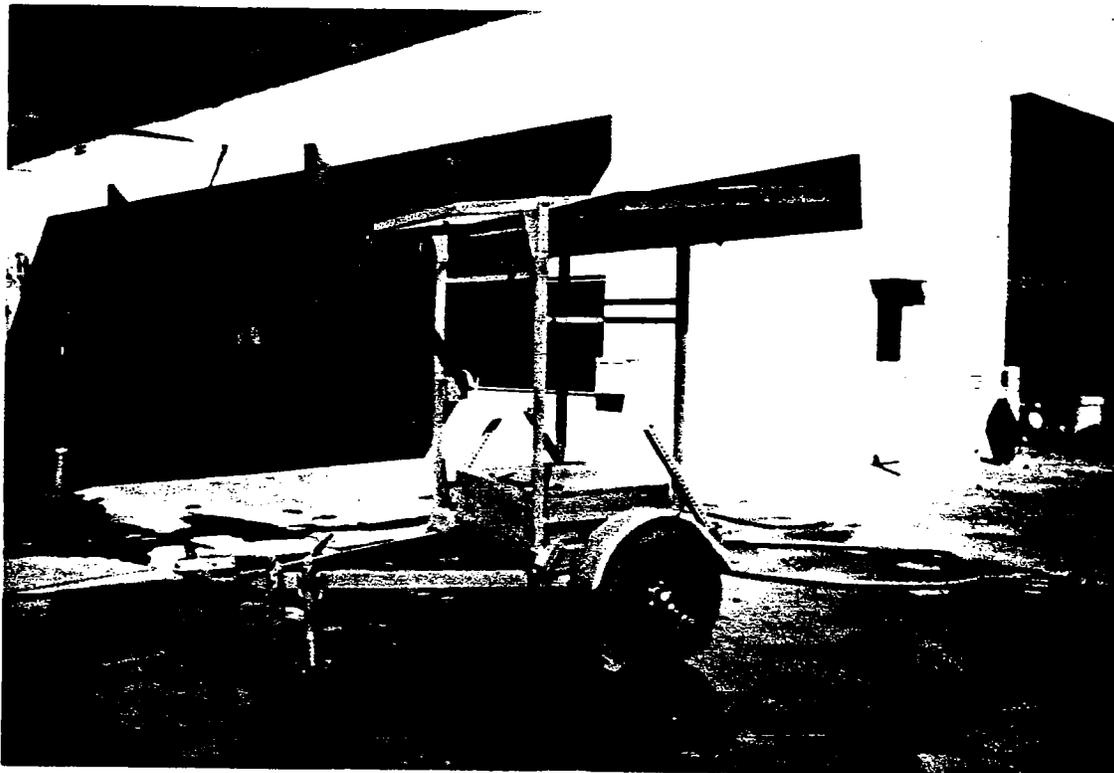






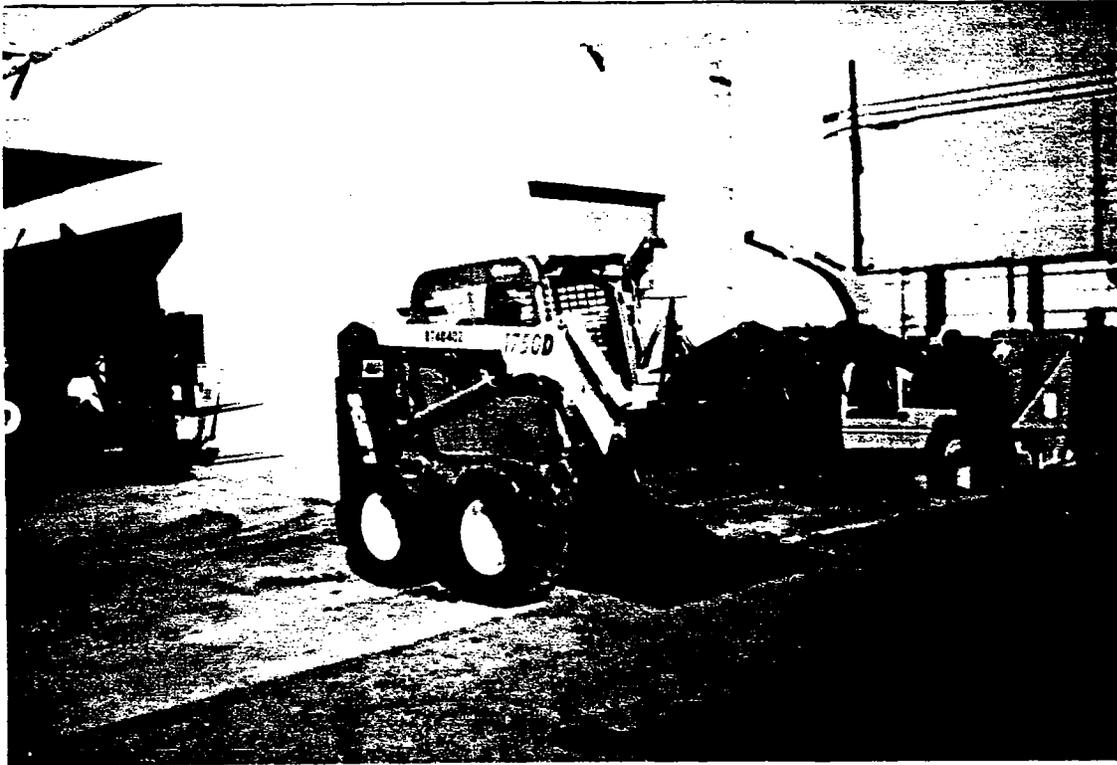
UNITED PACIFIC SERVICES, INC.

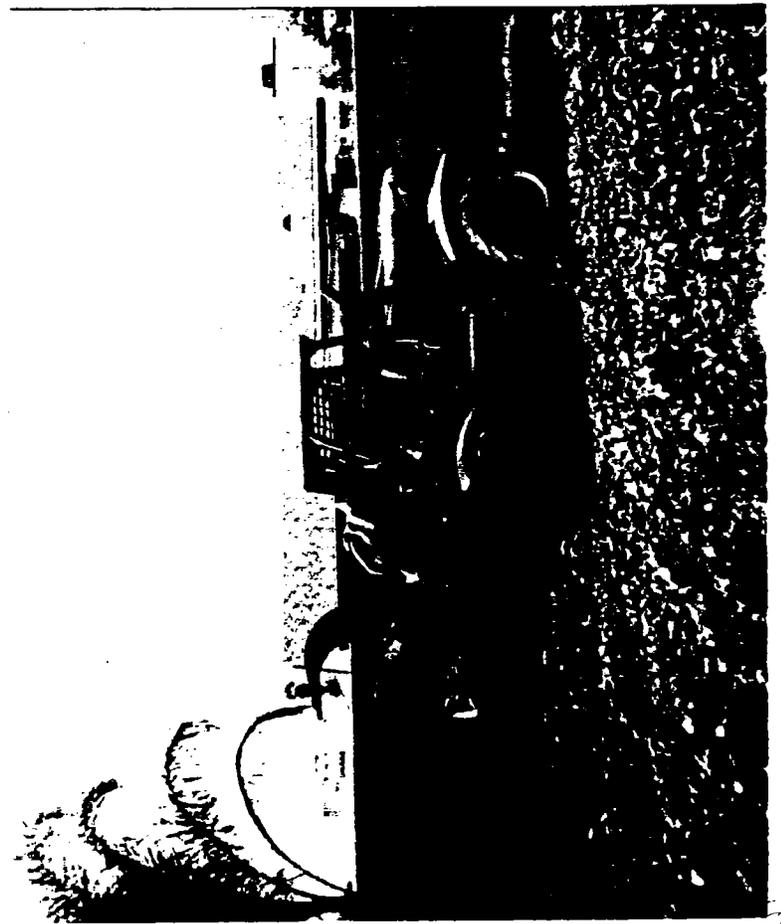
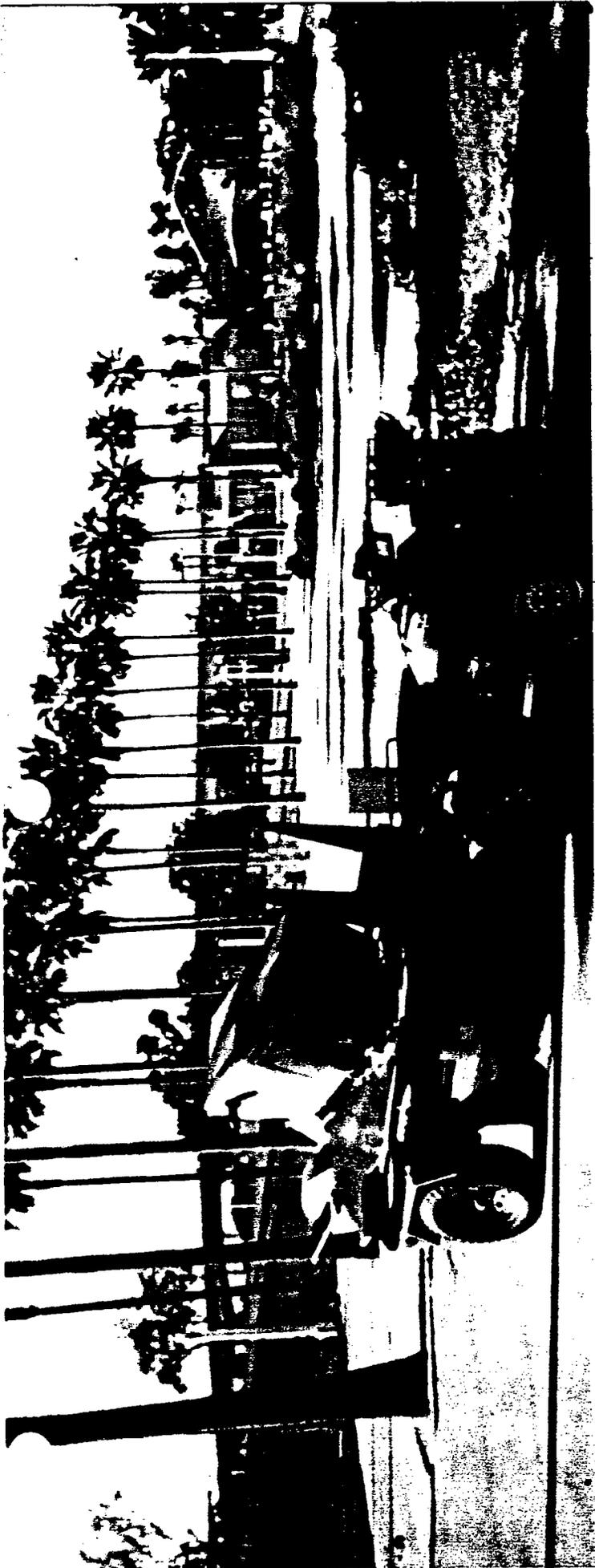
EQUIPMENT



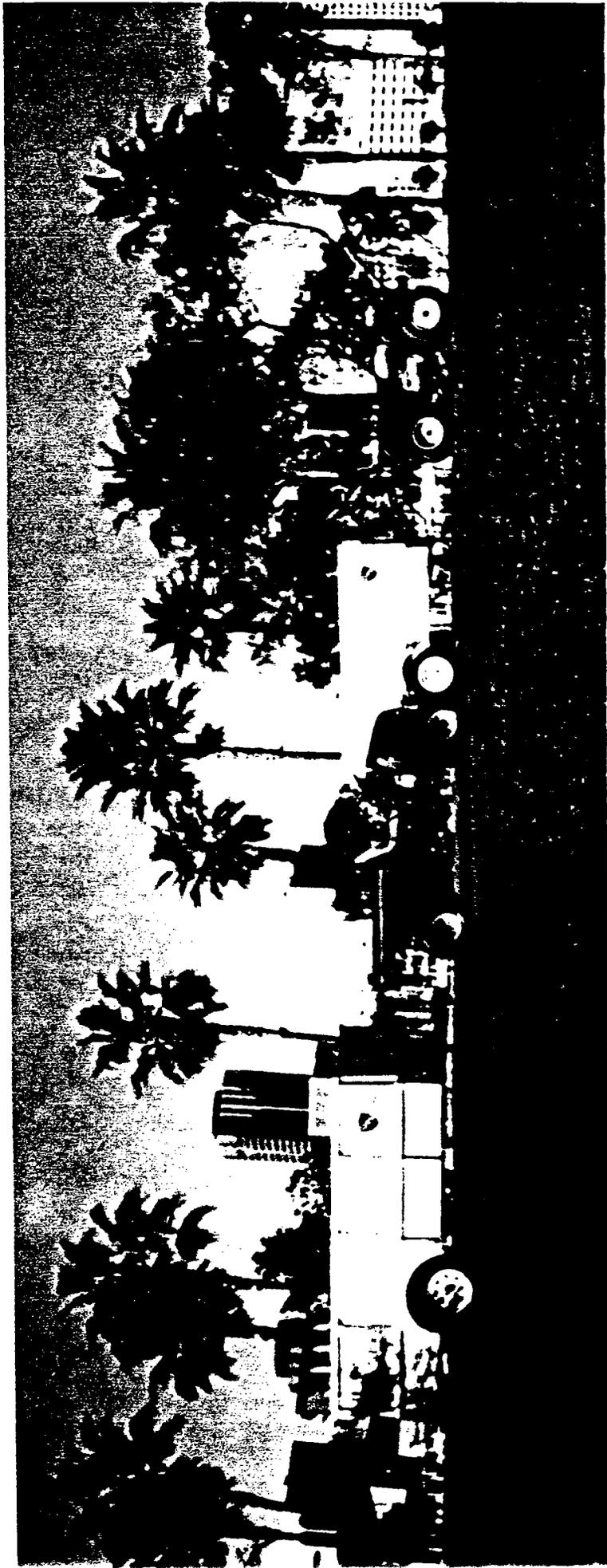
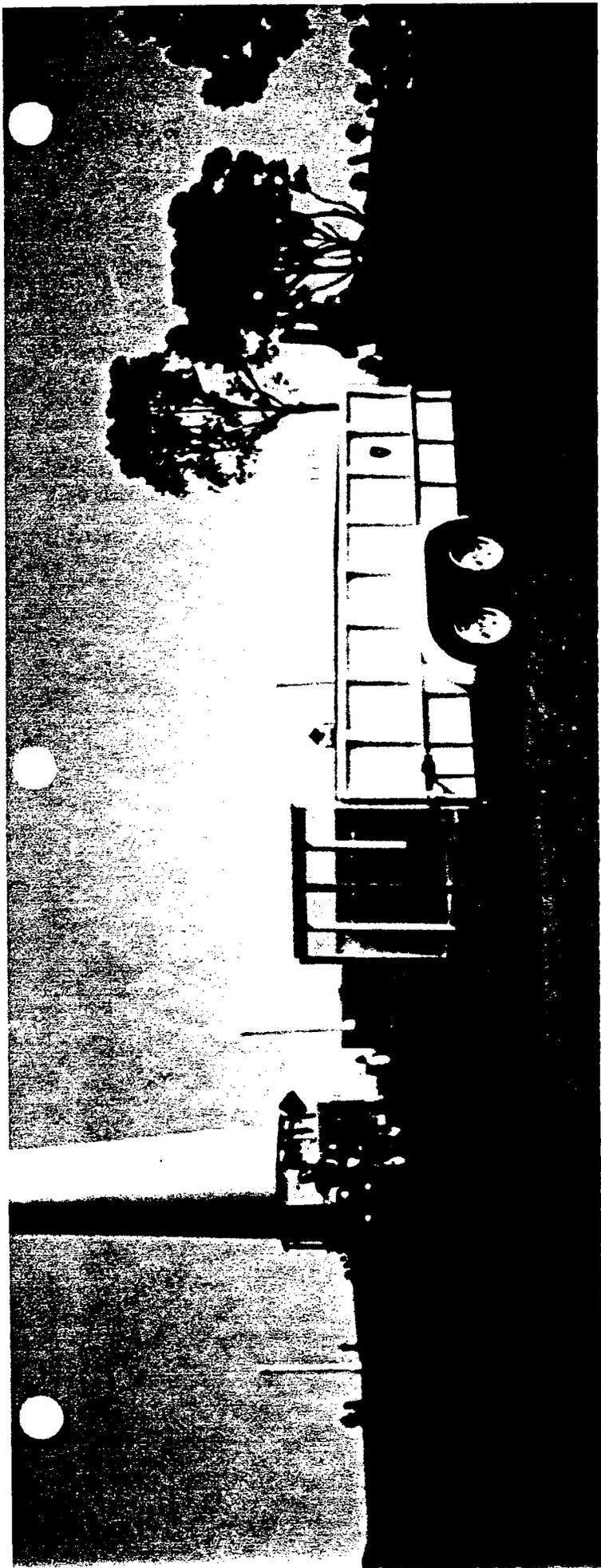
UNITED PACIFIC SERVICES, INC.

EQUIPMENT









driver ♦ alliant | INSURANCE SERVICES

3270 Inland Empire Blvd., Suite 100, Ontario, CA 91764
Telephone (909) 941-6699 ♦ Facsimile (619) 699-2108
License #0C36861 ♦ www.driveralliant.com

Wednesday, September 15, 2004

To County of San Diego

RE: United Pacific Services, Inc.
Pomona, California

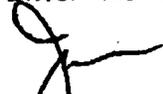
We have bonded this firm for over three years. In that time they have exhibited an excellent track record and credit history.

United Pacific's owner has worked with our firm for over 15 years in the capacity of landscape maintenance and tree maintenance work via other successful firms that he has operated. Based on those experiences I personally rate Mr. Gus Franklin in the highest category of business acumen and professionalism as I have seen in my time as a surety agent.

United Pacific has the ability to bond into the low seven figures per project and their surety company is Developers Surety and Indemnity Company.

If you should have any specific questions I would be most delighted to talk with you on them, feel free to give me a phone call.

Sincerely,
Driver Alliant Insurance Services



Jay P. Freeman, CPCU
First Vice President
909 483-5111

CC: Mr Sean Flinn-Developers Surety and Indemnity Company

UNITED PACIFIC SERVICES, INC.

EVALUATION REPORT

January of 2004

SIX GOVERNMENTAL SIGNATURES

The following Governmental agencies were asked to evaluate United Pacific Services overall performance. This evaluation is based on past and current contracts either completed or in progress. It is based on the following: Poor = 2 Fair = 4 Satisfactory = 6 Good = 8 Excellent = 10

Signed Signatures:

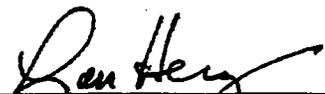
	2 Poor	4 Fair	6 Satisfactory	8 Good	10 Excellent
Oscar De Leon, (562) 570-4886 <u><i>Oscar De Leon</i></u> City of Long Beach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Saeed Samie, (805) 857-7072 <u><i>Saeed Samie</i></u> State of California	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gary Striker, (310) 732-3890 <u><i>Gary Striker</i></u> City of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Larry Williams, (909) 864-8732 <u><i>Larry Williams</i></u> City of Highland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
John Osollo, (310) 732-3946 <u><i>John Osollo</i></u> City of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dave Brackin, (909) 387-4043 <u><i>Dave Brackin</i></u> County of San Bernardino	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

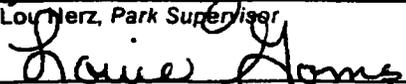
City Endorsement Signatures
Gus K. Franklin

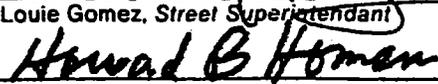
To whom it may concern:

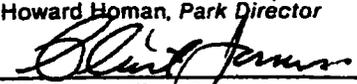
During the past twenty-five years I supervised the completion of over \$40,000,000 in contracts for more than sixty southern California municipalities. During this same period of time I supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles. I am recognized in California as one of the foremost contractors in the performance and completion of Governmental Tree Maintenance and Green Waste Recycling contracts. I am the founder and former owner of *United Pacific Corporation* and *TransPacific Environmental Incorporated*. Upon my request the following city officials recognized by accomplishments and outstanding performance in the organization, direction, supervision and completion of their contracts by their signed endorsements below:

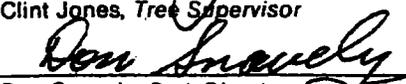
Respectively:

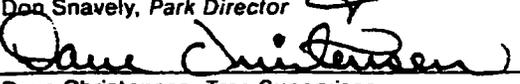
- | | |
|----------------------------|--|
| 1. CITY OF GARDEN GROVE | 

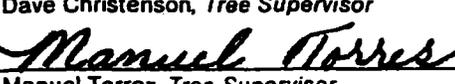
Lou Herz, Park Supervisor |
| 2. CITY OF YORBA LINDA | 

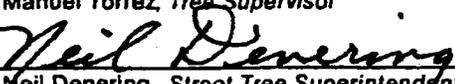
Louie Gomez, Street Superintendent |
| 3. CITY OF CARSON | 

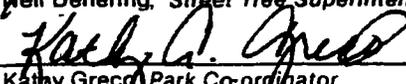
Howard Homan, Park Director |
| 4. CITY OF SANTA ANA | 

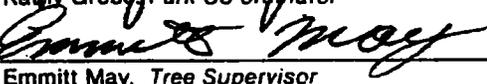
Clint Jones, Tree Supervisor |
| 5. CITY OF LYNWOOD | 

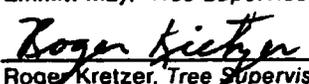
Don Snavely, Park Director |
| 6. CITY OF FOUNTAIN VALLEY | 

Dave Christenson, Tree Supervisor |
| 7. CITY OF LA HABRA | 

Manuel Torres, Tree Supervisor |
| 8. CITY OF LOS ANGELES | 

Neil Denering, Street Tree Superintendent |
| 9. CITY OF FULLERTON | 

Kathy Greco, Park Co-ordinator |
| 10. CITY OF WHITTIER | 

Emmitt May, Tree Supervisor |
| 11. CITY OF PARAMOUNT | 

Roger Kretzer, Tree Supervisor |
| 12. CITY OF SAN FERNANDO | 

Dave Salabar, Street Superintendent |
| 13. CITY OF SO. EL MONTE | 

Kei Ito, Park Supervisor |
| 14. CITY OF BUENA PARK | 

Gordon Smith, Tree Supervisor |

City of
HIGHLAND
Inc. 1987



January 17, 2005

Mr. Gus Franklin
United Pacific Services, Inc.
1740 North Hills Drive
La Habra, CA 90631

27215 Base Line
Highland, CA 92346
(909) 864-6861
FAX (909) 862-3180
www.ci.highland.ca.us

City Council

Dear Gus and Staff:

Mayor
Ross B. Jones

On behalf of the City of Highland residents and staff, I would like to extend our sincere appreciation to United Pacific for the excellent work they have done in weed abatement and tree trimming services for the City. Also, for the services at no cost performed at City Hall and on City owned properties totaling over \$6,000.00 in value.

Mayor Pro-Tem
Larry McCallon

City Council
Fanny Lilburn
Scott
P. Timmer

The most recent "skinning" of the trees at City Hall has enhanced the entire property and gives the landscaping a more formal appearance.

City Manager
Sam J. Racadio

Thanks again for your generous gift and we are proud to have you as part of our team.

Sincerely,

Sam Racadio
City Manager

cc: City Council
L. Williams, Public Works Manager
E. Wong, Public Works Director/City Engineer

H:\LW\United Pacific\011705.wpd

1/12/04

800 Fair Way Blvd

Post Office Box 700

January 12, 2004

Wilmington, CA 90748-0700

Tel 310 732-3550

Fax 310 804-0648

www.portoflosangeles.org



To Whom It May Concern

RE: LETTER OF RECOMMENDATION - UNITED PACIFIC SERVICES, INC.

United Pacific Services, Inc. is currently under contract to the City of Los Angeles, Harbor Department, for tree trimming, removal, and planting. Because of the excellent service received from this company, we renewed their agreement for a second year.

The employees at all levels have been responsive and professional. As a result of their knowledge and experience, our trees are in better condition than they ever have been.

If you have any question, please feel free to contact me at (310) 732-3399.

Very truly yours,

GARY STRIKER
Park Maintenance Supervisor
Port Construction and Maintenance

GS:sh

James K. Hahn, Mayor
City of Los Angeles

Board of Harbor
Commissioners

Nicholas G. Bensch, President

J.L. Van Pelt

James E. Acosta

Cynthia T. Kocis

Thomas H. Warren

LARRY A. KELLER
Executive Director



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

2780 Studebaker Rd. Long Beach Ca. 90816 (562) 570-3100 Fax (562) 570-3108

MAINTENANCE OPERATIONS

January 12, 2004

Matt Earle
Contract Administrator
City of San Diego
P.O. Box 120488
San Diego California 92112-0488

Dear Mr. Earl
United Pacific Services has been the tree-trimming contractor for Queensway Bay, the "Jewel" of Long Beach, for the last 3 years. They are very professional, working safely and leaving the job site clean. I have no problem recommending them fully.

If you have any further questions feel free to call me at 562-570-1592.

Sincerely,

Oscar De Leon
Contract Monitor
Queensway Bay

LAND USE SERVICES DEPARTMENT

COUNTY OF SAN BERNARDINO
ECONOMIC DEVELOPMENT
AND PUBLIC SERVICES GROUP



ENFORCEMENT DIVISION — FIRE HAZARD ABATEMENT
1745 North Arrowhead Avenue, First Floor • San Bernardino, CA 92415-0188 • (909) 387-4123
Fax: (909) 387-4243

MICHAEL E. HAYS
Director

January 12, 2004

United Pacific Services, Inc.
1740 North Hills Drive
La Habra, Ca. 90631
Attn: Mr. Gus Franklin

Mr. Matt Earl
Contract Administrator
Port of San Diego

This letter is intended to affirm the excellent service that United Pacific Services provided, under a Request for Proposal process, for the County of San Bernardino on the range of the various fire hazard abatement activities. Their length of service was from September 2000 to August 2002. During this period their responsiveness to inquiry and provision of the men and materials needed to efficiently and effectively address all work assignments was exemplary. Their professionalism was of such high caliber that we utilize their performance as a yardstick to measure others that have followed in the same form of work provision.

I highly recommend this firm, with no reservations. Should you have further inquiry into more specific detail of our relationship, I invite contact to me at (909) 387-4043.

Sincerely,

David Brackin
David Brackin
Abatement Supervisor

KEVIN MICHAELSON
County Administrative Officer
JIM GOSS
San Bern County Administrator
Economic Development
Public Services

Seal of Supervisors
BILL PUSTMUS First District
PAUL HANE Second District
GENAS HANGRENGER Third District
FRANK AGUIAR Fourth District
..... Fifth District

City of
HIGHLAND
Inc. 1987



January 9, 2004

27215 Base Line
Highland, CA 92346
(909) 864-6861
(909) 862-3180 FAX
www.ci.highland.ca.us

City Council

Mayor
Brad Sundquist

Mayor Pro-Tem
Ray Rucker, Jr.

Steve Graves
Linda Callon
John Zimmer

City Manager
Sam J. Racadio

To Whom It May Concern:

United Pacific Services, Inc. has provided contract tree trimming/removal services for the City of Highland since April 2001. Mr. Gus Franklin, owner of United Pacific Services has been affiliated with the City and its tree trimming program since March of 1995. Mr. Franklin was very instrumental in assisting the City with our tree trimming orders, recommendations on removals, and has excellent public relations skills with residents.

The City competitively bids its tree trimming services on an annual contract with five one-year renewal clauses. In 2001 the City rebid the contract and Mr. Franklin, d.b.a. United Pacific Services, Inc. was again awarded the contract and the City has subsequently renewed it annually. The City has had a very positive working relationship with Mr. Gus Franklin and his staff for several years.

If you need any additional information please feel free to contact me at (909)864-8732 extension 216.

Sincerely,

Larry M Williams
Public Works Manager

FORTY-FIVE LETTERS OF RECOMMENDATION

GUS K. FRANKLIN

27 YEAR PERIOD (1977 to 2005)

The following letters of recommendation cover a 27 year period of completing over \$40,000,000 in governmental contracts for 70 Municipalities, 7 California Counties and the State of California (Caltrans). From 1977 to 2004 all governmental contracts were completed under the direction and supervision of Gus K. Franklin and represents an excellent past record of accomplishments of completing Tree, Landscape and Weed Abatement maintenance contracts on time and to specifications in the State of California. Upon request these letters will be made available.

<u>AGENCY</u>	<u>RECOMMENDATION BY:</u>	<u>YEAR</u>
1.) City of Highland	Sam Racadio, City Manager	2005
2.) City of Long Beach	Oscar De Leon - Contract Monitor	2004
3.) City of Highland	Larry M. Williams - Public Works Manager	2004
4.) County of San Bernardino	David Brakin - Abatement Supervisor	2004
5.) City of Los Angeles	Gary Striker - Park Maintenance Supervisor	2004
6.) City of Pico Rivera	Steven Castellanos - Asst. Deputy Director	1998
7.) City of Highland	Larry M. Williams - Public Works Manager	1998
8.) Averbeck Company / Bonding	Jay P. Freeman - Account Executive	1998
9.) State of California - Caltrans	Jeff C. Morgan - Superintendent II	1998
10.) City of Norco	Christopher L. Sorensen - Mayor	1998
11.) Kellogg Supply, Inc.	H. Clay Kellogg IV - President	1998
12.) City of Norco	Joesph S. Schenk - Director	1996
13.) City of Arcadia	Robert A. Lang - Park Supertindent	1996
14.) City of Simi Valley	City Council Meeting	1996
15.) City of Santa Fe Springs	Luis F. Collazo - Planning and Development	1995
16.) Union Bank	Kelly J. Cooke - Assistant Vice President	1994
17.) Amwest Surety / Bonding	Pat Dolan - Branch Manager	1994
18.) City of Santa Fe Springs	Ronald S. Kernes - Mayor	1993
19.) Congress of the United States	Estaban E. Torres - Member of Congress	1991
20.) City of Garden Grove	Walt E. Donovan - Mayor	1990
21.) UltraPower Malaga-Fresno	R.C. Rodenbach - Fuel Manager	1990
22.) Sequoia Forest Industries	El Kessler - Fuel Procurement	1990
23.) City of West Hollywood	John Heilman - Mayor	1985
24.) S.O.S. Coral Tree Society	James A. Thomas - President	1985
25.) Peridian Group	Vincent Rie Takeuchi - Project Manager	1984
26.) Los Angeles Olympic Committee	Tak Fujii - Associate Vice President	1984
27.) Veterans Administration	Juanita D. Walker - Director	1983
28.) United States District Court	Terry J. Hatter Jr. - Federal Judge	1983
29.) City of Newport Beach	Jack Brooks - Park Superintendent	1982
30.) City of Beverly Hills	Don Boynton - Public Works Inspector	1981
31.) City of Yorba Linda	Louie Gomez - Street Supertindent	1981
32.) City of Carson	Howard B. Homan	1981
33.) City of La Habra	Manuel Torres - Tree Maintence Foreman	1981
34.) City of Buena Park	Gordon Smith - Supervisor/Street Trees	1981
35.) Surety Insurance Company / Bonding	Madelaine Gentry - Assistant Manager	1981
36.) City of Garden Grove	Lou Hertz - Park Superintendent	1981
37.) City of Fountain Valley	David L. Christensen - Supervisor / Parkway Maintenance	1981
38.) City of Whittier	Emmett A. May - Tree Maintenance Supervisor	1981
39.) City of Fullerton	Kathy A Greco - Development Coordinator	1981
40.) City of San Fernando	Fred L. Morgan - Director	1980
41.) City of Lynwood	Don V. Snavelly - Director of Parks	1980
42.) City of Lynwood	Don V. Snavelly - Director of Parks	1978
43.) City of Santa Ana	Robert E. Gresham - Director	1978
44.) City of Los Angeles	Joseph L. Louthan - Supertendent	1977
45.) City of La Habra	Manuel F. Torres - Tree Maintenance Foreman	1977

The above letters of recommendations are from the following:

1.	Mayors (4)	12.	Tree Supervisors (3)
2.	Director of Public Works (3)	13.	Park & Tree Superintendent (1)
3.	Vice Presidents (3)	14.	Project Manager (1)
4.	Presidents (2)	15.	Public Works Inspector (1)
5.	Congressmen (1)	16.	Planning and Development Coordinator (1)
6.	Federal Judge (1)	17.	Community Coordinator (1)
7.	Fuel Managers (2)	18.	Asst. Director of Public Works (1)
8.	Parks & Grounds Superintendent (3)	19.	Street Superintendents (4)
9.	Field Supervisors (2)	20.	Director of Parks (3)
10.	Branch Managers (2)	21.	Public Works Manager (1)
11.	Park Maintenance Supervisor (1)	22.	Contract Monitor (1)
		23.	City Manager (1)

Forty-four Letters of Recommendation

Gus K. Franklin, President

(1977 - 2004)

The following quotations have been taken from letters of recommendation that are on file and can be made available upon request. They demonstrate a long history of performing and completing governmental contracts for Cities, Counties, and State agencies in the State of California from 1977 to 2004. I have also included letters of recommendation that I have received from various Bonding Companies, Banks, a Federal Judge, Congressmen, Los Angeles Olympic Organizing Committee, Veterans Administration, S.O.S. Coral Tree Society, and other Businesses and Organizations over a 27 year period from 1977 to 2004. In the last twenty-seven years I have successfully directed, supervised and completed contracts for over 70 municipalities, the State of California, and 7 California Counties and at the same time I developed one of the largest green waste recycling operations in the United States.

Sincerely,

Gus K. Franklin, President

1. **City of Long Beach, January 12, 2004**

"United Pacific Services has been the tree-trimming contractor for Queensway Bay, the Jewel of Long Beach, for the last 3 years. They are very professional, working safely and leaving the job site clean. I have no problem recommending them fully".

Oscar De Leon, Contract Monitor, Queensway Bay Oscar De Leon

2. **City of Highland, January 9, 2004**

"United Pacific Services, Inc. Has provided contract tree trimming/removal services for the City of Highland since April 2001. Mr. Gus Franklin, owner of United Pacific Services has been affiliated with the City and its tree trimming program since March of 1995. Mr. Franklin was very instrumental in assisting the City with our tree trimming orders, recommendations on removals, and has excellent public relations skills with residents. The City has had a very positive working relationship with Mr. Gus Franklin and his staff for several years."

Larry M. Williams, Public Works Manager Larry M. Williams

3. **County of San Bernardino, January 12, 2004**

"This letter is intended to affirm the excellent service that United Pacific Services provided under a Request for Proposal process for the County of San Bernardino on the range of the various fire hazard abatement activities. Their length of service was from September 2000 to August 2002. During this period their responsiveness to inquiry and provision of the men and materials needed to efficiently and effectively address all work assignments was exemplary. Their professionalism was of such high caliber that we utilize their performance as a yardstick to measure others that have followed in the same form of work provision. I highly recommend this firm, with no reservations."

David Brackin, Abatement Supervisor David Brackin

4. **City of Los Angeles Harbor Department, January 12, 2004**

"United Pacific Services, Inc. Is currently under contract to the City of Los Angeles, Harbor Department for tree trimming, removal, and planting. Because of the excellent service received from this company, we renewed their agreement for a second year. The employees at all levels have been responsive and professional. As a result of their knowledge and experience, our trees are in better condition than they ever have been".

Gary Striker, Park Maintenance Supervisor Gary Striker

5. City of Pico Rivera, May 13, 1998

"On behalf of the City of Pico Rivera Public Works and Recreation and Community Services Department, I would like to take this opportunity to thank your company for the excellent performance demonstrated during the 1997/98 Fiscal Year Tree Trimming Project. The project was completed on time, with no damage to City property and resulted in many favorable reports from the public. It is always a pleasure to work with people who keep commitments and who maintain high standards and let the work speak for itself".

Steven Castellanos, Asst. Deputy Director of P.W. Steven Castellanos

6. City of Highland, May 27, 1998

"Mr. Franklin's personnel have been exceptional. They are very organized when they arrive in the City, get the job done, communicate well with property owners when necessary, and if there are any complaints' make every effort to get them promptly resolved. They also communicate well with City staff and make suggestions where they feel it is in the best interest of the City to do work other than requested. I would strongly recommend Mr. Franklin's Company to any agency for tree trimming and removal services".

Larry M. Williams, Public Works Manager Larry M. Williams

7. Averbeck Company, Insurance Brokers/Bonds, June 23, 1998

"We have provided surety credit for this account for several years. They have exhibited a tremendous track record to date and have excellent credit. They currently bond through Redland Insurance Company. Redland has provided surety credit up to the low seven figures per project. Please feel free to give a call if you should have any questions relative to the qualifications and/or bondability of this fine construction contractor".

Jay P. Freeman, Account Executive Jay P. Freeman

8. Department of Transportation - Caltrans, October 1, 1998

"It has been a while since completion of Contract 11-S881. But, I would like to take this opportunity thank you and your employees for the assistance in helping us to reduce our backlog of tree trimming work. This effort was a new experience for both of us and I was most pleased in your willingness in making adjustments and amendments to the contract to better meet our needs. These changes allowed us a more efficient mix of personnel and equipment to meet our needs as job requirements and work locations changed".

Jeff C. Morgan, Superintendent II Jeff C. Morgan

9. City of Norco, October 12, 1998

"On behalf of the City of Norco, we wish to thank you for participating in the Annual Country Jamboree. More than 8,000 people enjoyed the activities held at the Community Center along with the spectacular fireworks show held that evening. This year's Jamboree would not be possible without the generous support of organizations such as yourselves. Once again, thank you for your endless support. Your donation was truly appreciated".

Christopher L. Sorensen, Mayor Christopher L. Sorensen

10. Kellogg Supply, Inc., April 14, 1998

"I am glad that you are back in the industry and contemplating the thought of manufacturing product for us again. It appears that a relationship could benefit both organizations. I enjoyed the tour last week and am hopeful that a working relationship can develop".

H. Clay Kellogg IV, President H. Clay Kellogg IV

11. City of Norco, March 27, 1996

"In discussing your company's performance with Buddy Snipes, our Public Works Supervisor, I hear nothing but praise and gratitude for the professional and efficient manner with which you and your workers handle the City's tree maintenance needs. Buddy has advised me that of the companies that have performed tree maintenance services for the City of Norco previously, Mr. Franklin's is by far the best. We greatly appreciate your approach to performing the tree maintenance service, and it is a testimony to that approach that no claims for damages or resident complaints have been received by City Staff. Again, thank you for a job well done, and it is a pleasure to be able to work with your firm for an additional year".

Joseph S. Schenk, Director of Public Works Joseph S. Schenk

12. City of Arcadia, June 3, 1996

"I am pleased to write this letter for your file. Your crews have just finished our annual tree contract in May, 1996. More than 4,000 trees were trimmed and the overwhelming opinion of the Arcadia residents and myself was of a job well done. At all times you had one or two foremen on the job sites. Their appearance in white shirts and their knowledge was a great help to our residents who had many questions to ask. The traffic control and cleanup lived up to contract specifications and the daily worksheets you fixed, showing the cubic yards of debris removed, were a great help with my reports. In summary, it was a pleasure doing business with you".

Robert A. Lang, Parks & Grounds Superintendent Robert A. Lang

13. City of Simi Valley - Award of Contract on November 18, 1996

"Total points were determined for each firm's proposal and a ranking was established. The top-rated proposal from Mr. Franklin's Company received 331 of the 360 total possible rating points. The proposal submitted by the firm rated as second place earned 279 points. Based on the points its proposal earned, Mr. Franklin's proposal was selected as the most qualified firm with the best cost proposal".

Agenda Summary, City Council Meeting of November 18, 1996

14. City of Santa Fe Springs, November 29, 1995

"In behalf of the City of Santa Fe Springs, I would like to express the City's appreciation for your participation in this year's Christmas tree recycling program. Consolidated Disposal has agreed to provide the roll-off bins needed. With this combined effort, we feel certain that the program will again become a success. I want to thank you in advance for your generosity and participation in this year's program".

Luis F. Collazo, Department of Planning and Development Luis F. Collazo

15. Union Bank, Priority Banking, December 8, 1994

"As of October 1994, Mr. Franklin has at his disposal, a \$175,000 line of credit with this institution. Union Bank/Priority Banking is happy to be working with you and Susan. We look forward to a long and mutually rewarding relationship together".

Kelly J. Cooke, Assistant Vice President Kelly J. Cooke

16. Amwest Surety Insurance Company - Bond Division, September 27, 1994

"Mr. Franklin's company has been a client of Amwest Surety Insurance Company since their reentry into the Public Project Bidding Arena. Our research on the account shows it to be of the highest quality. Our research also shows that they have successfully performed all projects to date. They have performed well on Annual Maintenance Service Contracts to the \$ 1 million + Job Size. I would look favorably on issuing Bid and Final Bonds in the \$ 1 million + area if requested by Mr. Franklin".

Pat Dolan, Branch Manager Pat Dolan

17. **City of Santa Fe Springs, February 11, 1993.**

"Dear Mr. Franklin, On behalf of Santa Fe Springs City Council, please accept our gratitude for your contribution to the City's Christmas Tree Recycling Program. The program would not be possible without your support. Your continuing contributions and efforts toward this program helped preserve precious landfill space. Thank you again from the Santa Fe Springs City Council and residents".

Ronald S. Kernes, Mayor Ronald S. Kernes

18. **Congress of the United States, May 17, 1991.**

"Thank you for contacting me to ask that I co-sponsor H.J.Res. 69, to designate the Oak Tree as our national arboreal symbol. Because you have asked, you'll be happy to know that I have signed on as a co-sponsor. If I may be of any further assistance, please let me know".

Estaban E. Torres, Member of Congress Estaban E. Torres

19. **City of Garden Grove, November 12, 1990.**

"On Sunday, September 16, hundreds of Garden Grove employees, along with their families and friends, enjoyed the annual City of Garden Grove Employee Picnic at Garden Grove Park. On behalf of these employees, our City Council and residents, I would like to personally thank United Pacific Corporation for its donation which helped to make our event such a success. Please accept the enclosed plaque as a symbol of our sincere thanks. Your generosity and community spirit are greatly appreciated by all who participated".

Walt E. Donovan, Mayor Walt E. Donovan

20. **UltraPower Malaga-Fresno, February 9, 1990.**

"United Pacific Corporation has exhibited a level of professionalism rarely found in this business. The company principals have been extremely forthright and honest in all their dealings with us. We have shared data and ideas which have helped both parties achieve more efficient operating levels. Their equipment is up-to-date and well-maintained which, in addition to their highly honed management skills, contributes to their consistency. United Pacific Corporation has been a valuable addition to our biomass fuel supply organization and we're looking forward to many more years of this mutually beneficial business relationship".

R.C. Rodenbach, Fuel Procurement Manager R.C. Rodenbach

21. **Sequoia Forest Industries, February 12, 1990.**

"United Pacific's state-of-the-art equipment and product processes are ranked at the top of other competitive processing plants now in operation. Their volumes have continued to increase and the product quality has been excellent. In addition to United Pacific's ability to procure and process fuel materials, their relationship with the co-generation personnel and with the truck carriers has also been excellent. United Pacific has always responded quickly and with concern in solving any problems that may occasionally appear. I would judge their performance to date as being exceptional and hope to continue our current relationship into the future".

El Kessler, Fuel Procurement El Kessler

22. **City of West Hollywood, October 14, 1985.**

"The purpose of this communication is to share with you our sincere pleasure in the manner United Pacific is executing this contract. The modern equipment, uniformed personnel, and attention to community relations, indicates a dedicated commitment to excellence in municipal street tree trimming and tree removal. Without reservation, I commend their services and professionalism to your attention and consideration".

John Heilman, Mayor John Heilman

23. **S.O.S. Coral Trees, September 26, 1985.**

"On behalf of S.O.S. CORAL TREES, I would like to express our gratitude for the fine job that your firm did in trimming the coral trees on San Vicente Boulevard. It is my understanding that Gus, himself, directed the effort and thus deserves a large share of the credit. Again, we thank you and all of the community thanks you for your good work".

James A. Thomas, President S.O.S. CORAL TREES James A. Thomas

24. **Peridian Group, June 22, 1984.**

"I want you to know how pleased the Los Angeles Olympic Organizing Committee and Peridian Group are with your extensive tree trimming at Exposition Park in preparation for the 1984 Summer Olympiad. As you know, the park was in a sad state of neglect. Over 1,100 trees had not been trimmed or maintained for years and so after your crews moved through in record time under the able supervision of Gus Franklin, a transformation occurred. Now the historic park and former site of the 1932 Olympics is complete for the eyes of the world to see. As president of United Pacific Corporation you can be proud of a job well done".

Vincent Rie Takeuchi, Project Manager Vincent Rie Takeuchi

25. **Los Angeles Olympic Organizing Committee, August 12, 1984.**

"On behalf of the LAOOC Architecture and Construction Department, Ed Keen, Dan Stewart and I want you to know how grateful we are for your contribution in creating the biggest event in our lifetime. Because we all worked together as a team, we succeeded. All of our efforts have resulted in each of us becoming a part of history. Congratulations to each of you. Be proud of your contribution. As an expression of our gratitude, we are presenting you with this certificate. Display it with pride for you have earned it. Thank You and farewell. It was truly a great Olympics".

Tak Fujii, Associate Vice President Tak Fujii

26. **Veterans Administration, October 25, 1983.**

"I wish to thank and commend you on the very fine job you did pruning, thinning, and shaping the trees at the Los Angeles National Cemetery. Work was accomplished in a very short time and everything was done in a professional manner; it seemed everyone knew his job and did it with the expertise of a professional".

Juanita D. Walker, Director Juanita D. Walker

27. **United States District Court, Chambers of Terry J. Hatter, Jr., October 4, 1983.**

"Not only was the work the best we have seen with our palm trees in more than ten (10) years, but it was easily the most integrated group of workers that I have ever seen performing a city project".

Terry J. Hatter, Jr., Judge United States District Court Terry J. Hatter, Jr.

28. **City of Newport Beach, January 22, 1981.**

"I would like thank you and your crews for the excellent performance during your tree trimming contract with the City of Newport Beach. The contract was completed very quickly and efficiently. Your crews worked very hard and demonstrated a high regard for public safety and private property"

Jack Brooks, Park Superintendent Jack Brooks

29. **City of Beverly Hills, October 2, 1981.**

"Mr. Franklin has a first-class operation which has exceeded my expectations in all areas, including trimming, traffic safety and clean-up. The mobil sweeper puts the finishing touch on an already superb job".

Don Boynton, Public Works Inspector Don Boynton

30. **City of Yorba Linda, September 8, 1981.**

"The City of Yorba Linda, Public Works Department, entered into a contractual agreement with Mr. Franklin's Tree Company in 1975, and the City has been very fortunate in being able to extend their present contract to this date. Their regard for the public safety and protection of private property adjacent to work sites is apparent and excellent".

Louie Gomez, Street Superintendent Louie Gomez

31. **City of Carson, September 2, 1981.**

"During the past several years Mr. Franklin's Tree Company has been selected by the City of Carson to perform a variety of tree trimming services totaling approximately Three-hundred and Fifty-Thousand (\$350,000.00) dollars. During that period of time, I am pleased to state that their work was performed most satisfactory and in accordance with the Plans and Specifications. The City of Carson found the firm to be most efficient and diligent in the prosecution of their responsibility".

Howard B. Homan, Director Parks and Recreation Department Howard B. Homan

32. **City of La Habra, September 1, 1981.**

"The work performed by this company has been superior in quality and quantity. Mr. Franklin has always been cooperative and very pleasant to do business with. I have found him to be highly reliable and honest, and do not hesitate to recommend his company to anyone inquiring about tree trimming contractors".

Manuel Torres, Tree Maintenance Foreman Manuel Torres

33. **City of Buena Park, September 3, 1981.**

"Mr. Franklin's Tree Company performed all of their work in a very professional and workmanlike manner, showing a high degree of experience and knowledge in arboriculture".

Gordon Smith, Supervisor/Street Trees Gordon Smith

34. **Surety Insurance Company of California, May 5, 1981.**

"Our Company is presently bonding Mr. Franklin, and we are prepared to extend credit to the extent of \$1,000,000 in the aggregate. It is our opinion that Mr. Franklin is a capable contractor with adequate resources to finance the work he undertakes".

Madelaine Gentry, Assistant Manager, Surety Bond Department Madelaine Gentry

35. City of Garden Grove, June 8, 1981

"In the first phase, which called for trimming nearly 800 trees (Elms, Peppers, and Ficus) dispersed throughout several zones, the specifications were fully met. We had only one citizen call on a damaged sprinkler which you had repaired to the satisfaction of the property owner. One of our Council Persons publicly complimented the work performed by your crews. A copy of the minutes is enclosed. Overall, the price was unbelievable and quality of work, excellent. I am confident that the second phase, calling for trimming an additional 1,500 trees, will be equally satisfactory to all concerned".

Lou Herz, Parks Superintendent Lou Herz

36. City of Fountain Valley, September 4, 1981

"The manner in which Mr. Franklin coordinated the scheduling, performed the trimming and clean-up was very satisfactory. Mr. Franklin's method of utilizing a street sweeper after trimming both expedited the clean-up and made a good impression for public relations. In addition, their efficient method of operation created no citizen complaints".

David L. Christensen, Field Supervisor/Parkway Maintenance David L. Christensen

37. City of Whittier, September 2, 1981

"During the time that they have been under contract, they have handled the public contacts well. The company has always had the necessary bonding. The jobs have been completed in the required time. The specification for trimming has been followed as required in the contracts".

Emmett A. May, Tree Maintenance Supervisor Emmett A. May

38. City of Fullerton, September 8, 1981

"The work was done in difficult terrain and included a large variety of mature trees. Both the Community Services Department and Landscape Maintenance Department were satisfied with the quality of the work. The pruning operation, under the direction of foreman Chuck Patana, was very professional. The job was completed well within the contract time limit".

Kathy A. Greco, Community Services, Development Coordinator Kathy A. Greco

39. City of San Fernando, April 16, 1980

"The first phase in the initial year of your contract with the City of San Fernando is now completed and in behalf of the City, and myself, I wish to thank you for not only the thoughtful and courteous conduct that you and your staff displayed to all our citizenry, but also the expeditious and highly professional manner in which you completed the work. To trim, and this is predominantly a major trim, some 2,006 trees in less than six weeks, in a season of rainfall that was most intense and record breaking, must be and is considered the mark of a professional who is fully knowledgeable of every aspect of his job. It is a pleasure to have this working relationship with you and your excellent company".

Fred L. Morgan, P.E., Director Fred L. Morgan

40. City of Lynwood, June 10, 1980

"Thank you for assisting this department in continuing its efforts to inform and serve the residents of Lynwood more efficiently".

Don V. Snavely, Director of Recreation & Parks Don V. Snavely

41. City of Lynwood, November 21, 1978

"This Company has the capability of the most sophisticated and efficient street tree maintenance program. They maintain and operate a wide range of the most modern street tree equipment and vehicles with well trained crews. Mr. Gus Franklin personally supervises their operation and he has been extremely understanding and cooperative in his relationships with city employees and officials. The City of Lynwood is very pleased with the past performance of this Company and does not hesitate to endorse their services".

Don V. Snavely, Director of Recreation & Parks Don V. Snavely

42. City of Santa Ana, April 10, 1978

"Your tree maintenance contract with the City of Santa Ana has now been accomplished and at this time I would like to congratulate your Company on a job well done. Regard for public safety and protection of private property adjacent to the work sites was apparent. Citizen comment while work was in progress was of a positive nature. Excellent communications were established and maintained with our tree Supervisor, Jess Standridge, and when on several occasions it was necessary to return for additional work at a specific location your response was immediate. In all aspects this contract was executed in a highly professional manner. It's been a pleasure to have worked with you".

Robert E. Gresham, Director Robert E. Gresham

43. City of Los Angeles, December 6, 1977

"All tree work performed by Mr. Gus Franklin was most satisfactory, and completed well within the time called for in the contracts".

Joseph L. Louthan, Superintendent Joseph L. Louthan

44. City of La Habra, December 5, 1977

"This is to verify that the Tree Company under the ownership of Gus Franklin has done (2) contracts for us this year, consisting of a total of 640 trees, trimmed to our specification. All work performed by this Company was done to our specifications and to our satisfaction".

Manuel F. Torres, Tree Maint. Foreman Manuel F. Torres

Governmental Contracts Completed

by
Gus K. Franklin

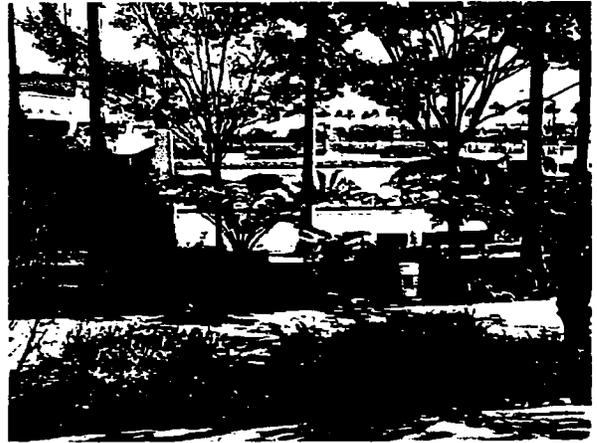
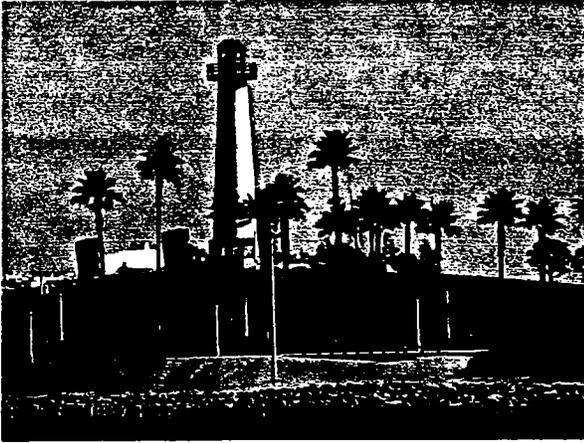
To whom it may concern.

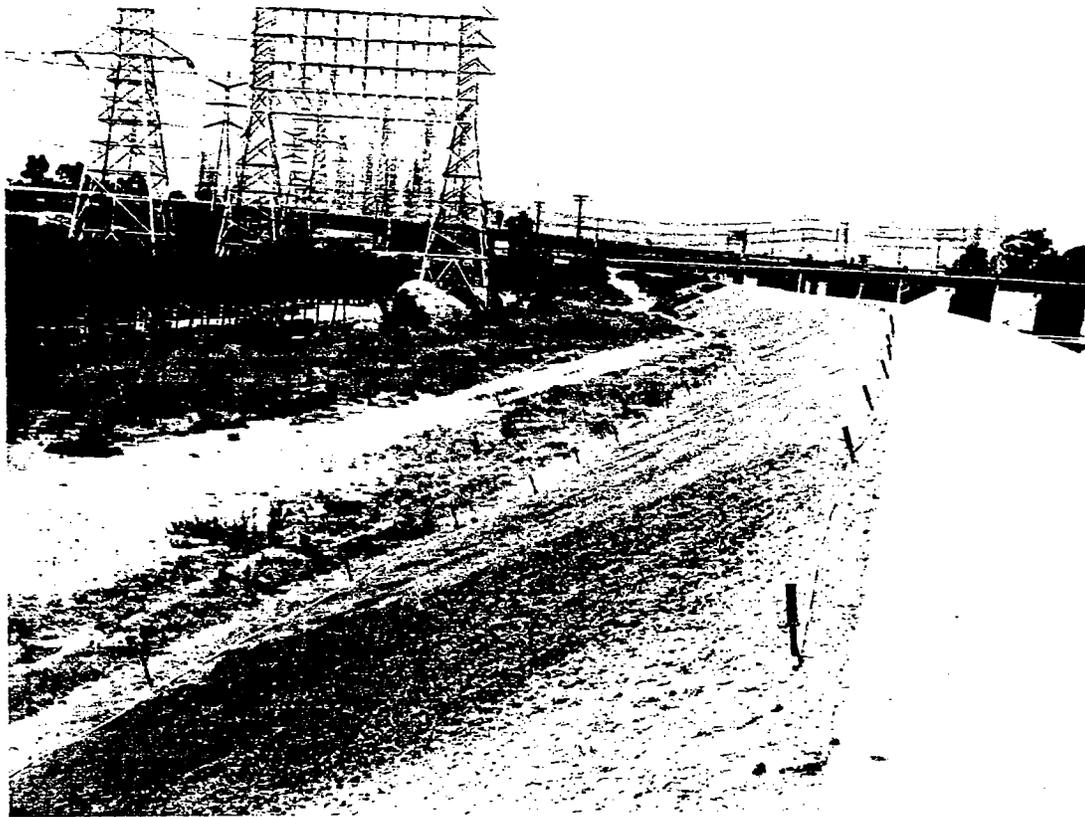
During the past 25 years I have successfully completed over \$40,000,000 in Landscape and Tree maintenance contracts for seventy (70) *Governmental agencies* in Southern California. This included the trimming of over 600,000 trees, removing over 10,000 trees, the planting of thousands of trees and the weed abatement, turf and landscape management of thousands of acres in southern California. In addition I have completed contracts for the counties of Los Angeles, Riverside, Orange, San Bernardino, and San Diego. During this time period all contracts were completed on time and to specifications. We have never had to pay any liquidated damages for failure to complete a contract on time nor have we ever failed to complete a project. In the past I have also been awarded long term and renewable maintenance contracts with over twenty municipalities including the State of California Department of Transportation - Caltrans for all San Diego County. Currently we have been awarded four (4) renewable contracts with the County of Los Angeles. These contracts range from 3 to 5 years and have been renewed for the second and third option years. In addition we have been awarded a three and one year contract with the City of Los Angeles, and two "four" year contracts with the City of Long Beach, the State of California for 3 years, two contracts for the County of Riverside for three years and a five year contract with the City of Highland.

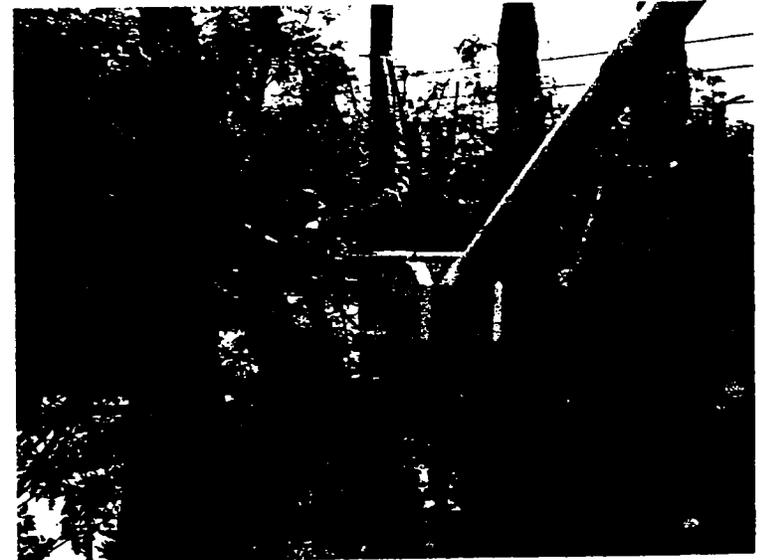


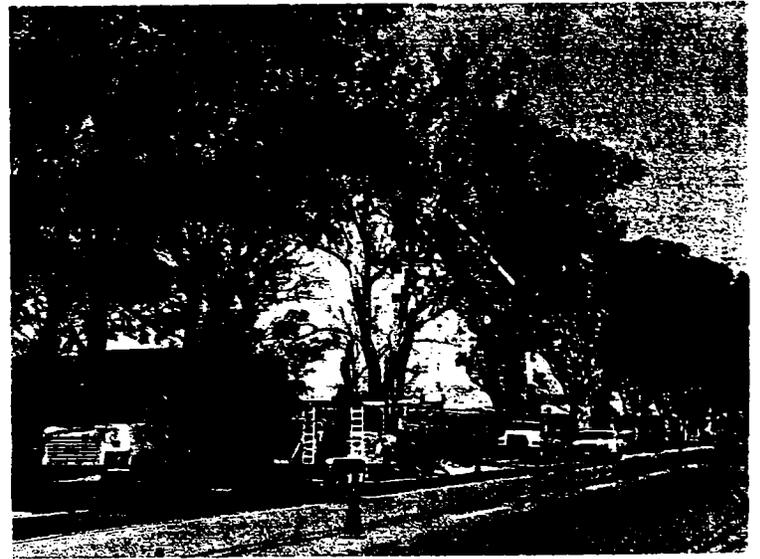
GOVERNMENTAL AGENCIES:

1. *City of Los Angeles*
2. *County of Los Angeles*
3. *City of Whittier*
4. *City of Riverside*
5. *City of La Habra*
6. *L.A. County Arboretum*
7. *City of Garden Grove*
8. *City of Beverly Hills*
9. *City of Long Beach*
10. *City of Pico Rivera*
11. *City of Lynwood*
12. *City of Downey*
13. *City of South Gate*
14. *City of Hawthorne*
15. *City of Redondo Beach*
16. *City West Hollywood*
17. *City of Carson*
18. *County of San Bernardino*
19. *County of Riverside*
20. *County of Ventura*
21. *County of San Diego*
22. *State of California - Caltrans*
23. *City of La Quinta*
24. *City of Signal Hill*
25. *City of Paramount*
26. *City of Lakewood*
27. *City of Cerritos*
28. *City of Norwalk*
29. *Edward's Air Force Base*
30. *County of Orange*
31. *Claremont Colleges*
32. *City of Bell Gardens*
33. *City of Simi Valley*
34. *City of Pasadena*
35. *City of Arcadia*
36. *City of West Covina*
37. *City of Claremont*
38. *City of Rancho Cucamonga*
39. *City of South El Monte*
40. *City of Fullerton*
41. *City of Norco*
42. *City of Vista*
43. *City of Commerce*
44. *City of Highland*
45. *City of Corona*
46. *City of Palm Springs*
47. *City of Placentia*
48. *City of Yorba Linda*
49. *City of Villa Park*
50. *City of Santa Ana*
51. *City of Fountain Valley*
52. *City of Santa Monica*
53. *City of San Fernando*
54. *City of Glendale*
55. *City of Alhambra*
56. *City of Buena Park*
57. *City of Seal Beach*
58. *City of Newport Beach*
59. *City of Lancaster*
60. *City of Santa Clarita*
61. *City of Walnut*
62. *Fullerton School District*
63. *City of Laguna Niguel*
64. *City of Encinitas*
65. *City of San Diego*
66. *City of Oxnard*
67. *City of Cypress*
68. *City of Chino Hills*
69. *City of Santa Maria*
70. *City of Palm Desert*

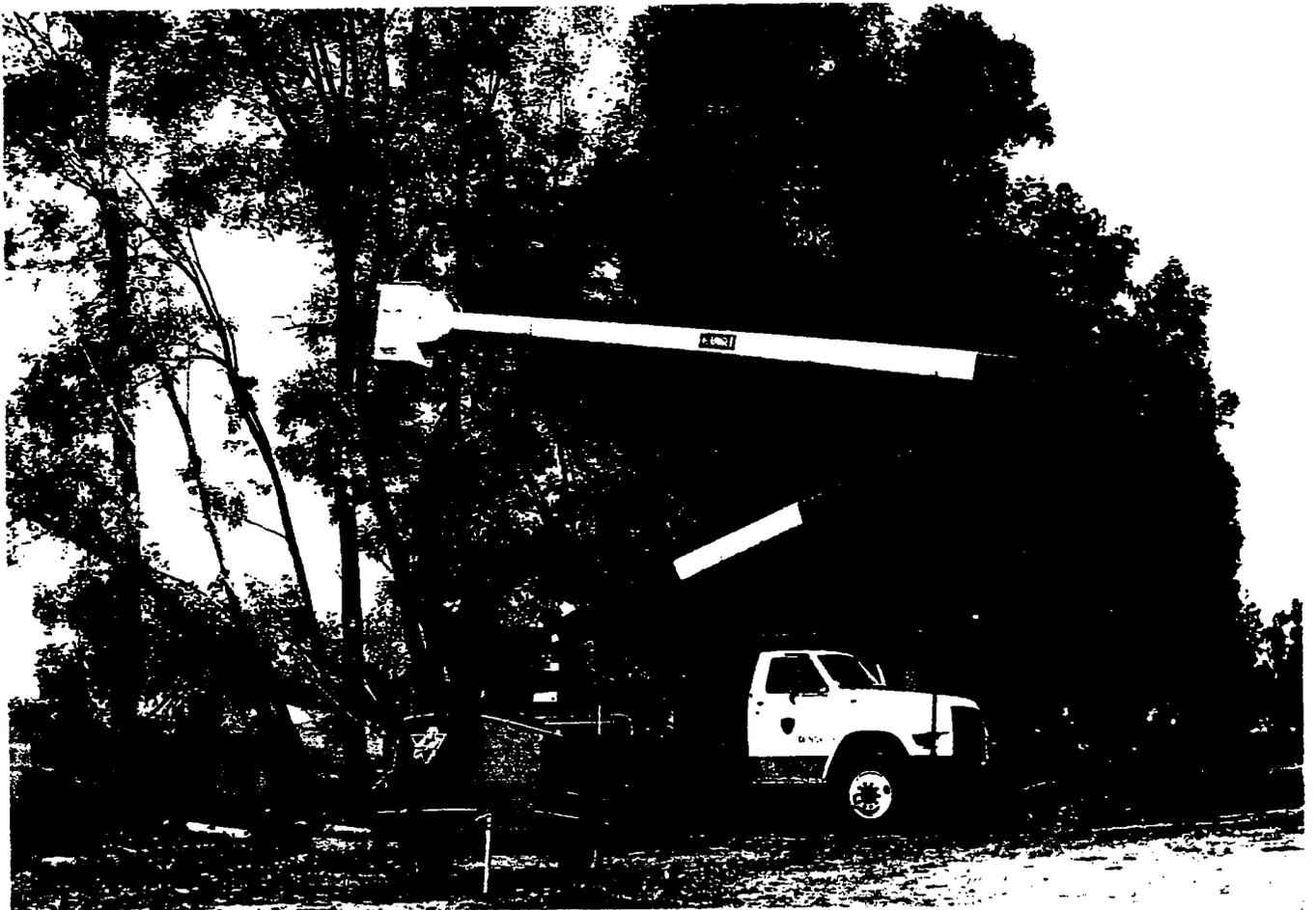
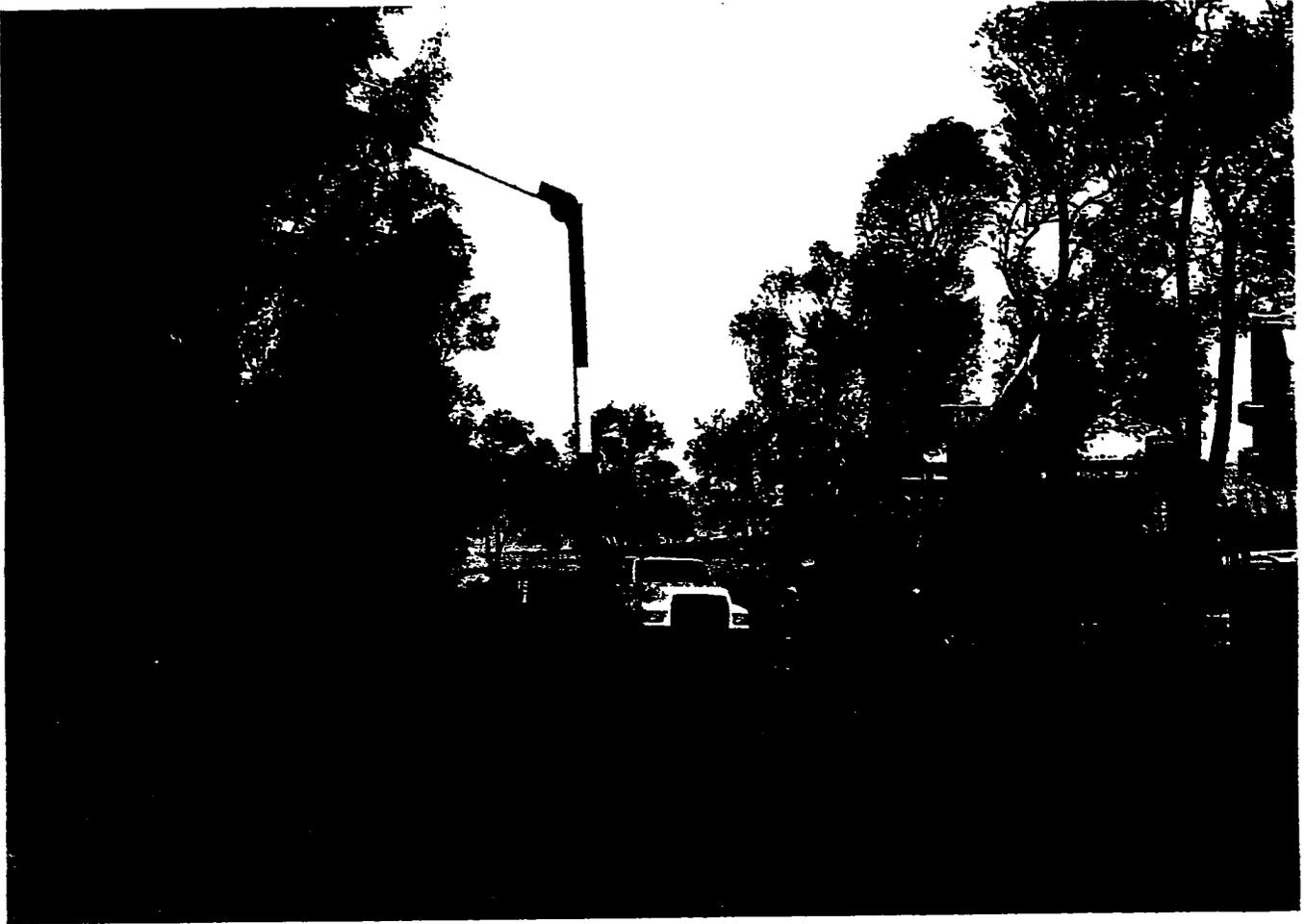








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United Pacific Services, Inc.

**CITY OF LONG BEACH
YEAR - 2001**



- ◆ **United Pacific trimming trees along Shore Line Drive for the City of Long Beach. This is the first phase of a three (3) year contract awarded to United Pacific. The annual budget for this contract is \$75,000 per year.**

CITY OF LOS ANGELES - *September 14, 1998*

S.O.S. Coral Tree Society - San Vicente Blvd.



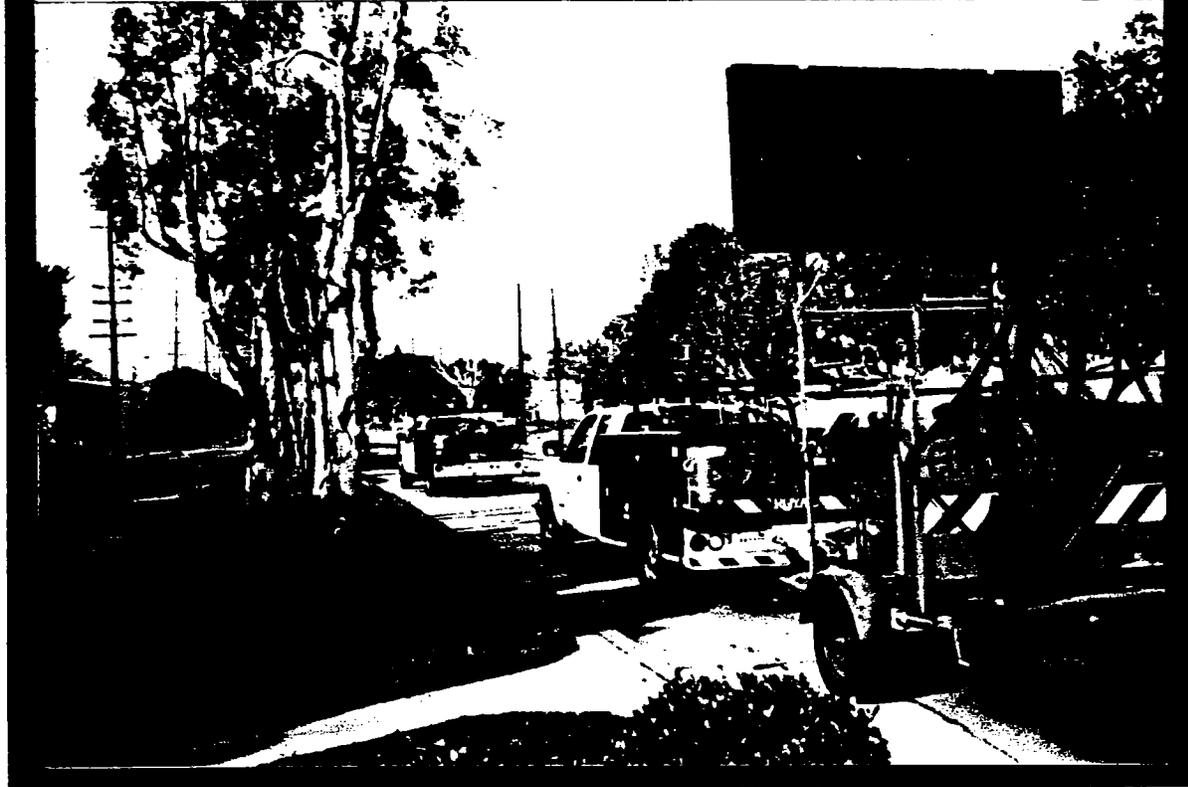
Gus K. Franklin, President/CEO

CITY OF LOS ANGELES - *September 14, 1998*

S.O.S. Coral Tree Society - San Vicente Blvd.



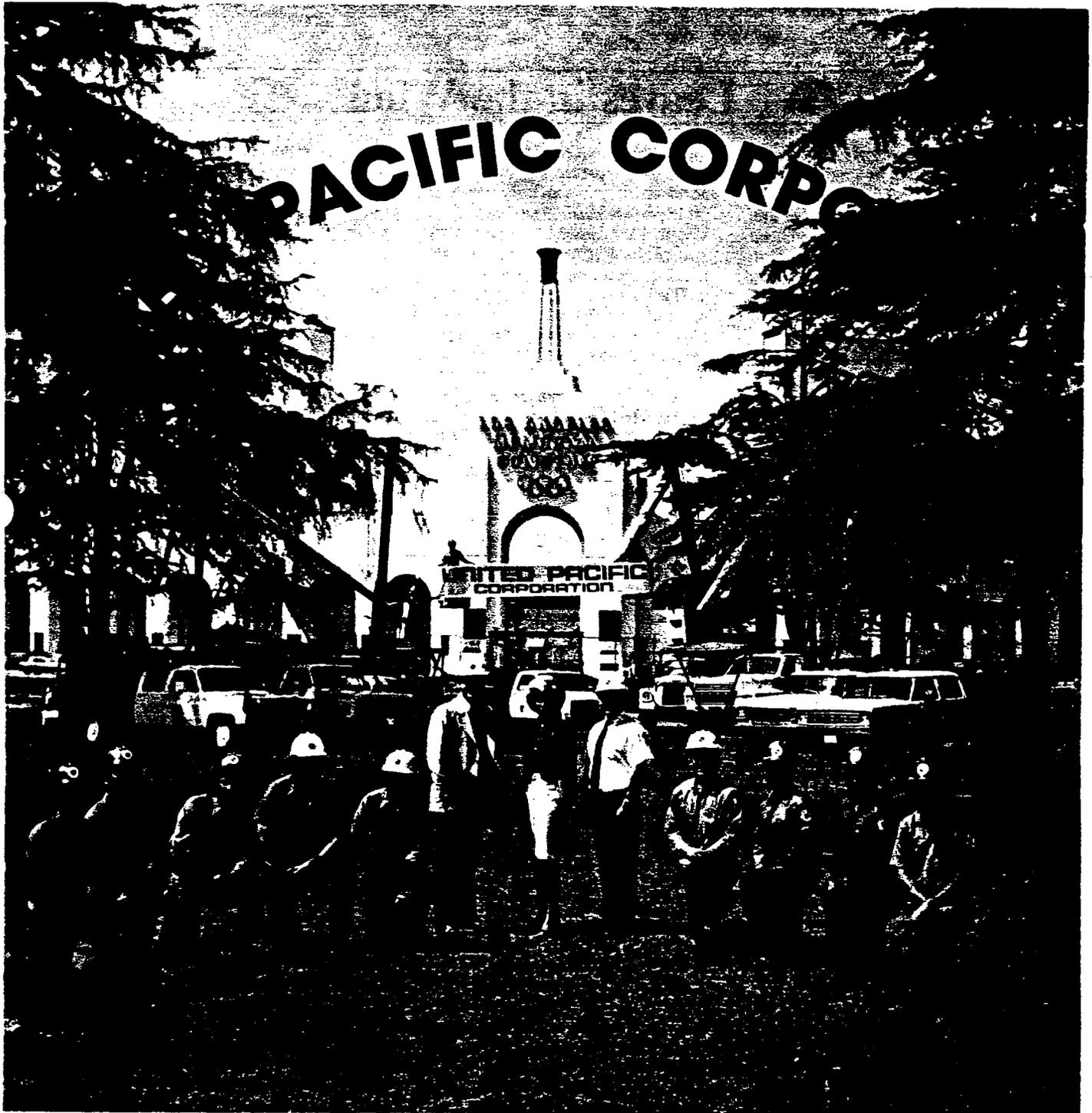
CITY OF COMMERCE - November 29, 1997



Arbor Age

Magazine

May, 1984



SELECTED BY THE LOS ANGELES OLYMPIC ORGANIZING COMMITTEE TO TRIM AND PRUNE ALL OF EXPOSITION PARK FEATURING OVER 1400 TREES REPRESENTING 36 DISTINCT SPECIES SITUATED ON 130 ACRES IN THE HEART OF LOS ANGELES, HEADQUARTERS AND SITE FOR THE OPENING CEREMONIES OF THE 1984 SUMMER OLYMPIC GAMES.

UNITED PACIFIC SERVICES, INC.

List of Employees - 10+ years

LENGTH OF EMPLOYMENT

	<u>Name</u>	<u>Position</u>	<u>Number of Years</u>
1.)	Eric Franklin	Vice President Operations	18
2.)	Jack Mooring	Vice President / General Manager	11
3.)	Tony Gomez	Supervisor II (tree trimmer)	12
4.)	Enrique Gutierrez	Supervisor II (tree trimmer)	16
5.)	Esteban Cohetzaltitla	Foreman I (tree trimmer)	15
6.)	Herb Shaw	Supervisor II (truck driver)	22
7.)	Ignacio Gomez	Foreman I (tree trimmer)	18
8.)	Charles Alexander	Truck Driver	15
9.)	Filemon Chavez	Equipment Operator	14
10.)	Luis Gaona	Equipment Operator	22
11.)	Jorge Gaona	Equipment Operator	12
12.)	Procoro Cohetzaltitla	Tree Trimmer	10
13.)	Walter Ponce	Mechanic	10
14.)	Leo Velasquez	Chipper operator	10
15.)	Jose Torres	Supervisor II (tree trimmer)	11
16.)	Leo Ramirez	Supervisor I (tree trimmer)	17
17.)	Jesus Hernandez	Shop mechanic (welder)	13
18.)	Bob Ctibor	Tree Trimmer	22

The above men have been employed for many years by Gus K. Franklin, President of United Pacific Services, Inc. (UPS) and represent his core and highly experienced crew. Most of these men have been employed by Gus from 10 to 22 years and have been involved in the completion of Municipal, State and County contracts during the past years. UPS has the ability to complete any contract on time and to specifications. During the past 30 years there has never been a complaint filed with the California Contractors State Licensing Board, either Corporate or personal against Mr. Franklin. Over \$40,000,000 in governmental contracts have been completed on time and to the satisfaction of all governmental agencies.

CERTIFICATION
OF
GREEN WASTE RECYCLING & DIVERSION
AB 939 Diversion Credit

This certifies that **County of Los Angeles** has diverted green waste to United Pacific Services, Inc. (UPS). UPS, a California Corporation, recycles green waste into various end-use products including Soil Amendments, Alternate Daily Cover, Wood flour, Oil Absorption product, Clean-Sweep and fire-logs. UPS meets all AB 939 state mandates and requirements.

CLEAN SWEEP

TOTAL AMOUNT OF TONS REMOVED: _____

FOR MONTH OF: _____

LOCATION: South Area - County of Los Angeles

DELIVERED TO: Greencycle - City of Santa Fe Springs

Authorized Signature: Gus K. Franklin

Gus K. Franklin, President

Date: _____



Bid Detail Information**Bid Number :** PW-ASD 248**Bid Title :** LANDSCAPE MAINTENANCE - SOUTH AREA**Bid Type :** Service**Department :** Public Works**Commodity :** ARCHITECTURAL SERVICES - LANDSCAPE**Open Date :** 4/7/2005**Closing Date :** 5/9/2005 5:30 PM**Bid Amount :** \$ 800,000**Bid Download :** Not Available

Bid Description : NOTICE IS HEREBY GIVEN that the County of Los Angeles Department of Public Works is interested in contracting for "Landscape Maintenance – South Area." The annual cost of this service is estimated to be \$800,000.

A Proposers' Conference will be held on Monday, April 25, 2005, at 9 a.m., at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. This facility is compliant with the requirements of the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not attend this Conference.

Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals (RFP) and contract's requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will provide further clarifications, modifications, and/or answers concerning this solicitation only through written addendas to all who attended the Conference and only if time permits.

Minimum Requirement: Proposers must document that the firm's principals and key employees have a minimum of five years experience providing landscaping and grounds maintenance services of the type described in the attached specifications.

The deadline to submit proposals is Monday, May 9, 2005, at 5:30 p.m. Proposals must be submitted to the Public Works Cashier at the above address. To ensure proper identification of your proposal, submit it in a sealed package with your company's name and address and the name of this project clearly shown on the outside of the package.

Please direct your questions to Ms. Leticia Gordo at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

If not enclosed with this notice, the RFP with specifications, terms, conditions, requirements, instructions for preparing and submitting proposals, and forms may be obtained at no charge from the Public Works' Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m. To have it mailed, contact Ms. Gordo at (626) 458-4057, or at lgordo@ladpw.org.

With notice of a request at least four business days before the Conference, we will make every reasonable effort to provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations or more ADA information, please contact our ADA Coordinator at (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : LETICIA GORDO**Contact Phone# :** (626) 458-4057**Contact Email :** lgordo@ladpw.org**Last Changed On :** 4/7/2005 5:36:23 PM

[Back to Last Window](#)

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: UNITED PACIFIC SERVICES, INC.	
<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 52887901	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

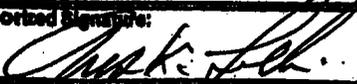
Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 52					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					3
Hispanic/Latino			4		37
Asian or Pacific Islander					
American Indian			1		
Filipino					
White	1	1	3		2

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 05/06/05
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All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>Green Tech</u>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): <u>3</u>					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					
Hispanic/Latino	<u>1</u>		<u>1</u>	<u>1</u>	<u>0</u>
Asian or Pacific Islander					
American Indian					
Filipino					
White					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	<u>100</u> %	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>[Signature]</u>	Title: <u>Owner</u>	Date: <u>5/5/5</u>
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All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Tropical Creations, Inc

I AM NOT I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 11263101

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 35

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Black/African American					2	
Hispanic/Latino		4			23	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1		1	1	3	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: [Signature] Title: President Date: 5/5/05

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>SEPCO EARTHSCAPE, Inc.</u>	
<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): <u>21</u>					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					
Hispanic/Latino					<u>19</u>
Asian or Pacific Islander					
American Indian					
Filipino					
White	<u>1</u>		<u>1</u>	<u>1</u>	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	<u>100</u> %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

<u>None</u>					
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V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>[Signature]</u>	Title: <u>President</u>	Date: <u>5/9/05</u>
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All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>Wurzel Landscape</u>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

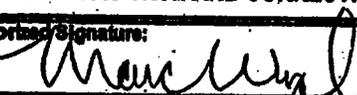
Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): <u>62</u>					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					
Hispanic/Latino			8		58
Asian or Pacific Islander					
American Indian					
Filipino					
White	1	1			2

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: <u>President</u>	Date: <u>5/6/05</u>
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All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: TruGreen LandCare, A General Partnership	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> General Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					
Hispanic/Latino			11	1	180
Asian or Pacific Islander					2
American Indian					
Filipino					
White			1		

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. **NO NATURAL PERSON OWNS 5% OR MORE**

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <i>David J. Brown</i>	Title: Branch Manager	Date: 05/09/05
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All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Azteca Landscape

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 04916501

ii. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 172

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnicity	Count
Black/African American	
Hispanic/Latino	0
Asian or Pacific Islander	1
American Indian	8
Filipino	2
White	160

iii. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	100 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Off. of Affirmative Action	X	X			10/21/06
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V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: *Rosario Torres* Title: President Date: 5/9/05

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Los Angeles Conservation Corps

I AM NOT I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number:

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 126

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Fillpino	White
Black/African American	2	3	4	7		
Hispanic/Latino	6	8	23	39		
Asian or Pacific Islander	1	1	2	7		
American Indian	1		1			
Fillpino						
White	5	6	3	7		

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. N/A

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Fillpino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: *T. Saito* Title: Executive Director Date: May 6, 2005

Proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Merchants Landscape Services, Inc.

I AM NOT I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Nonprofit Franchise

Other (Please Specify): _____

Total Number of Employees (including owners): 210

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnicity	Count	Percentage	Other	Other	Other	Other
Black/African American	0					
Hispanic/Latino	204					
Asian or Pacific Islander	0					
American Indian	0					
Filipino	0					
White	6					

PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Agency	Woman	Disabled	Other	Other

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: [Signature] Title: Pres Date: 5-5-08